

MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDORINUMBER

DATE.

MANYOICE DATE (中) 经原本 (GROSS AMOUNT ) (1) 1986 4-01-88

24.00

24.00

211565

PLEASE DETACH BEFORE DEPOSITING

## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE . BLDG. 2 PORTLAND, OREGON 97217

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PAY TO

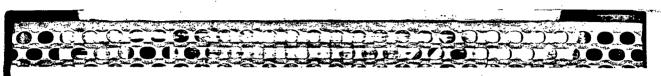
LIBERTY EQUIPMENT & SUPPLY P.O. BOX 1645 VANCOUVER, WA 98668

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APRIL 01,1988

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COUNT : \*\*\*\*\*\*\*24.00\*



MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

YENDOR WUMBER

DATE

SERVICE NO. AS THE SUNVOICE DATE: 1986 9.00

4-01-88

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING ADDRESS:

P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N, CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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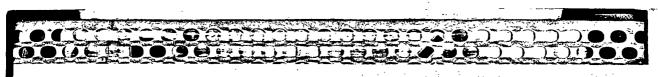
PAY TO

LIPS PROPELLERS P.O. BOX 17161 PORTLAND, OR 97217 PARTY DAG VENEZA NA PROPERTY N APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDORINUMBER (A)

1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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<del>24-12</del> 552

PAY TO

M.E.I. - CHARLTON, INC. 2233 S.W. CANYON RD. PORTLAND, OR 97201

The state of the Control of the state of the Control of the State of t APRIL 01,1988

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE , BLDG. 2 PORTLAND. OREGON 97217

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MQS INSPECTION, INC. P.O. BOX 1531

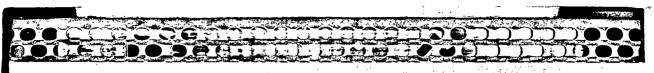
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NEW CHAPTER STATE OF THE STATE APRIL 01,1988

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A SECTION CASE \*\*\*\*\*\*\*13.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER 3. 5 %

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1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217 211571

24-12 1230 552

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TO P 0 B0X 1531

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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER

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1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

211572

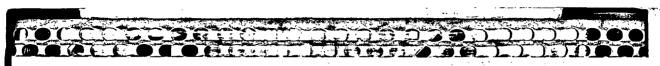
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MACADAM ALUMINUM 1255 N. COLUMBIA BLVD. PORTLAND, OREGON 97217 CARRY TO SERVICE OF THE SERVICE OF T APRIL 01,1988

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CANAL COURTS CHASE \*\*\*\*\*\*\*\*6.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

INVOICENCE INVOICEDATE

vendor number 47250

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING ADDRESS:

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.: BLDG. 2 PORTLAND. OREGON 97217 211573

24-12 552

PAY TO MACGREGOR NAVIRE 135 DERMODY ST. CRAWFORD, NJ 07016 APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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PLEASE DETACH BEFORE DEPOSITING

## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG 2 PORTLAND, OREGON 97217

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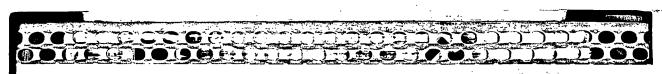
PAY TO

MACHINISTS, INC. 751 S. MICHIGAN SEATTLE. VA 98108 APRIL 01,1988

211574

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDDRESS. PORTLAND. OR 97208 ADDRESS.

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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MACRO MANUFACTURING CO. 9625 N. RAMSEY BLVD. PORTLAND, OR 97203

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

211576

24-12 552 1230

PAY TO

MARLO COIL % F.H. MCLAUGHLIN PO BOX 206 BELMONT, CA 94002 APRIL 01,1988

O GIEGKNO. 211576

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER

DATE

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

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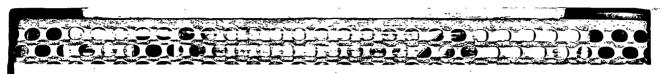
PAY TO

MANUFACTURER'S TOOL SERVIC 2839 S.E. MILWAUKIE AVE. PORTLAND, OR 97202

APRIL 01,1988

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\*\*\*\*\*\*\*\*7.00**\*** 



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217

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ADDRESS:

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS MAILING P.O. BOX 3109 PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND. OREGON 97217

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24-12 552 1230

PAY TO

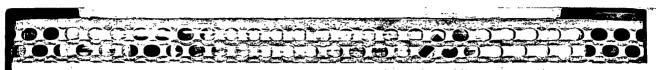
MAR-DUSTRIAL SALES, INC. 4865 N. LAGOON PORTLAND, OR 97217

CONTRACTOR DATE NAMED BY A P. APRIL 01,1988

211578

AMOUND \*\*\*\*\*\*\*10.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

DATE

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS. PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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PAY TO

MARINE CARPENTERS H & W FN P.O. BOX 44425 SAN FRANCISCO, CA 94144

CXII APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



4-01-88

### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

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5555 N. CHANNEL AVE.. BLDG: 2 PORTLAND, OREGON 97217 VENDOR NUMBER

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING P.O. ADDRESS: POR

P.O. BOX 3109 PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217 211580

<del>24·12</del> 55

PAY TO MARINE CARPENTERS PENSION P.O. BOX 44425 SAN FRANCISCO, CA 94144 APRIL 01.1988

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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION. PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 47892

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1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109
ADDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217 211581

<del>24-12</del> 552

PAÝ TO MARINE ENGINEERING SPEC. C 300 NEWHALL ST. SAN FRANCISCO CA 94124 APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 48070

DATE SA

1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING



NORTHWEST MARINE IRON WORKS

MAILING P.O BOX 3109 LOCATION PORTLAND SHIP REPAIR YARD ADDRESS: PORTLAND, OR 97208 5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

211582

<del>24-12</del> 552

PAY TO MARINE PROPULSION SERVICES 5555 N. CHANNEL AVE. BLDG. PORTLAND, OR 97217 APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON. N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

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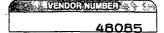


MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

STORE NO STATE INVOICE DATE

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217



1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

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MARINE SAFETY EQUIPMENT CO C/O W.B. ARNOLD CO., INC. 376 IGNACIO BLVD. NAVATO, CA 94947

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 ABLOO

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PLEASE DETACH BEFORE DEPOSITING

NOR MAILING ADDRESS:

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 LOCATION PORTLAND SHIP REPAIR YA.

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2
PORTLAND, OREGON 97217

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PAY TO MARINE TECHNICAL SERVICE 2230 N E 159TH PORTLAND OR 97230

PORTLAND, OR 97208

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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION. PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS. PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217

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24-12 1230 552

PAY TO

MARINERS SUPPLY COMPANY, 1 4865 N. LAGOON AVE. PORTLAND, OR 97217

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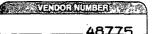
FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217



1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

ADDRESS

MAILING P.O. BOX 3109

NORTHWEST MARINE IRON WORKS LOCATION: PORTLAND SHIP REPAIR YARD

> 5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

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24-12 552 1230

PAY TO

THE MASON & DIXON LINES P.O. BOX 777 KINGSPORT, TN 37662

APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER

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PLEASE DETACH BEFORE DEPOSITING



# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 211588

<del>24-12</del> 552

PAY TO MASONITE CORPORATION INORGANIC TECHNOLOGIES DIV 3715 ATLANTA INDUST. PKWY. ATLANTA, GA 30331 APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER

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1985 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

ADDRESS:

MAILING P.O BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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MC GUIRE BEARING CO. 947 S.E. MARKET ST. PORTLAND, OR 97214

APRIL 01,1988

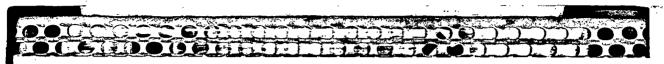
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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

ADDRESS:

MAILING P.O. BOX 3109 DDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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PAY TO

RAY MCMASTER 9473 N ST LOUIS PORTLAND OR 97203-2272 CANAL STATE OF THE SECOND SECO APRIL 01,1988 211590

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FIRST INTERSTATE BANK OF OREGON N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER

DATE OF SER

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PLEASE DETACH BEFORE DEPOSITING



NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217 211591

24-12 1230 552

PAY TO METRA STEEL CO. P.O. BOX 3154 PORTLAND, OR 97208 APRIL 01.1988

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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N CHANNEL AVE BLOG 2 PORTLAND. OREGON 97217

VENDOR NUMBER

1985 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION. PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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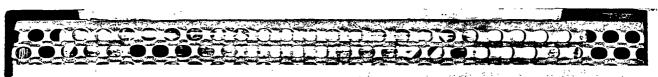
PAY то

MOCK MANUFACTURING 777 RUTLAND ROAD BROOKLYN, NY 11203 Greater of the months of APRIL 01,1988

211592

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING



NORTHWEST MARINE IRON WORKS

MAILING P.O BOX 3109 DDRESS: PORTLAND, OR 97208 ADDRESS:

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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PAY TO

MODULAIRE IND W/M OF OR P 0 BOX 11619 PORTLAND OR 97211

APRIL 01,1988

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TOWNS ... \*\*\*\*48.00\*



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION. PORTLAND SHIP REPAIR YARD

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5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

1985 4-01-88

192.00

GROSS AMOUNT, AND DISCOUNT

192.00

211594

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

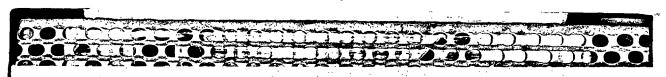
211594

PAY то

MOLNAR SERVICE P.O. BOX 55576 SEATTLE, WA 98155 APRIL 01,1988

211594

\*\*\*\*\*\*192.00\*



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217

1986 4-01-88

83.00

83.00

211597

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217

211597

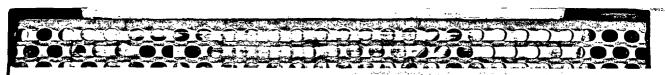
PAY то

C. H. MURPHY INC. 5565 N. DOLPHIN ST. PORTLAND, OREGON 97217 AND ME APRIL 01,1988

211597

\*\*\*\*\*B3.00\*

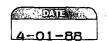
FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217





1985 4-01-88 182.00 182.00

211599

PLEASE DETACH BEFORE DEPOSITING



# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS. PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 211599

24-12 1230 552

PAY TO PLUMBERS & PIPEFITTERS NAT 4701 LYDELL RD CHEVERLY MD. 20781 APRIL 01,1988

211599

\*\*\*\*\*\*\*182.00\*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND. OREGON 97217

INVOICEDATE .

WENDOR NUMBER

DATE

1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

. MAILING ADDRESS:

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 211600

<del>24-12</del> 552

PAY TO NAVY CASH CODE 57.2

NAVAL SUPPLY CENTER

BREMERTON WA 98314-5100

APRIL 01.1988

211500

\*\*\*\*\*\*\*\*45.00\*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Milli I Jant Gubert moniller



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

1986 4-01-88

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211601

PLEASE DETACH BEFORE DEPOSITING



# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217

211601

PAY то

NELSON STUD WELDING BOX 5035N CLEVELAND, OH 44193 CALL APRIL 01,1988

211601

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 YENDOR NUMBER

DATE LA

1986 4-01-88

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INVOICE DATE ME GROSS AMOUNT

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211602

PLEASE DETACH BEFORE DEPOSITING



NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 LOCATION: ADDRESS PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 211602

24-12 1230 552

PAY TO WALTER E. NELSON COMPANY 1336 N. MASON STREET PORTLAND, OR 97217 APRIL 01,1988

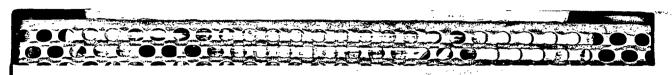
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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

NONVOICEDATE A MESTGROSS AUDUNT 213.00 1985 4-01-88 213.00

211603

PLEASE DETACH BEFORE DEPOSITING

## NORTHWEST MARINE IRON WORKS

ADDRESS:

MAILING P.O. BOX 3109 PORTLAND. OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

211603

PAY TO

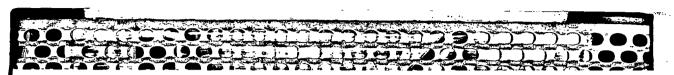
NEW ENGLAND TRAWLER EQUIPM 291 EASTERN AVENUE CHELSEA, MASS 02150

Carrier of the Control of the Contro APRIL 01,1988

211603

\*\*\*\*\*213.00\*

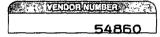
FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

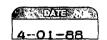


MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217





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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

211604

PAY TO

D.P. NICOLI, INC. 19600 S.W. CIPOLE RD. SHERWOOD, OREGON 97140 A YOU DAG APRIL 01,1988

FASIEESCON. 211504

\*\*\*\*\*17.00\*



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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RONALD NISBET ASSOCIATES,

P.O. BOX 1186

SAN PEDRO, CA

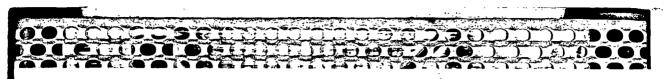
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DAES. APRIL 01,1988

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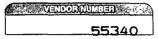
ALIOUM CO \*\*\*\*\*\*51.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217



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PLEASE DETACH BEFORE DEPOSITING



NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION. PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 211606

1230 552

PAY TO NORTH COAST CANVAS PRODUCT 1916 N. W. OVERTON ST. PORTLAND, OR 97209 APRIL 01.1988

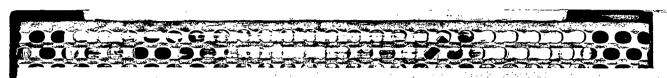
211506

\*\*\*\*\*\*\*31.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Gilbert Mondler



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS MAILING P.O BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

211607

24-12 552

PAY TO

NORTHERN AIR FREIGHT BOX 68728 SEATTLE, WA. 98188

APRIL 01,1988

211507

\*\*\*\*\*\*\*\*5.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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S. COLEBOYOUS INVOICE DATE SELECTION SELECTION OF SELECTIO 1986 4-01-88

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211608

PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS MAILING P.O. BOX 3109

ADDRESS:

PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217

211608

24-12 1230 552

PAY TO

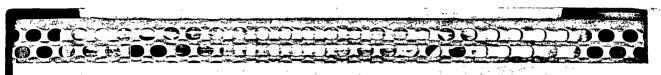
NORTHWEST AIR GAS INC 11912 N.E.HWY 99 VANCOUVER WA 98686

APRIL 01,1988

211508

NOUN \*\*\*\*\*\*\*75.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

KE INCICECOLOR EN ENVOICEDATE

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4-01-88

1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS:

MAILING P.O. BOX 3109 IDDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217 211609

<del>24-12</del> 552

PAY TO NORTHWEST COPPER WORKS. IN 1303 N. RIVER PORTLAND OREGON 97212 APRIL 01,1988

211609

\*\*\*\*\*\*\*\*5.00\*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109
ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER 55650

DECOUNT

INCOME ON A 1985 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING ADDRESS:

P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217

211610

PAY TO

NORTHWEST TESTING LABORATO P.O. BOX 17125 PORTLAND, OR 97217

APRIL 01,1988

211610

\*\*\*\*\*45.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION:

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

1986 4-01-88

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211611

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

211611

PAY TO

NORTON CHEMPLAST P.O. BOX 468 KEARN, NJ 07032 Charles and the control of the contr APRIL 01,1988

211511

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS. PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217

AN VENDOR NUMBER ( )

DATE

1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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PAY TO

OCEANIC MARINE ENT 85 INDUSTRIAL

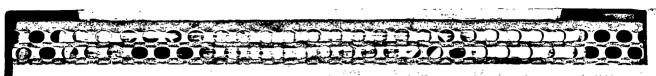
SAN FRANCISCO, CALIF 94124

APRIL 01,1988

211612

\*\*\*\*\*\*\*70.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

OISOUNT A

1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

ADDRESS:

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97206

NORTHWEST MARINE IRON WORKS LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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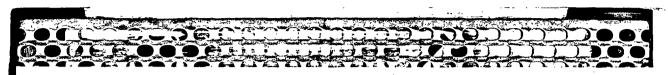
PAY TO

THE OIL POLISHING CO. 224 W. PLAZA BLVD. NATIONAL CITY, CA 92050 APRIL 01,1988

211613

AMOUNT A \*\*\*\*\*25.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

DAIL

invoice one 1985 4-01-88 85.00 85.00

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 IDDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE . BLDG. 2 PORTLAND, OREGON 97217

211614

24-12 552

PAY TO

OIL FILTER SERVICE CO. 615 SE MARKET ST. PORTLAND, OR 97214

DATE: APRIL 01, 1988

211614

\*\*\*\*\*\*\*86.00\*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON



## northwest marine Iron works

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

ANVOICENO. AND INVOICEDATE A GROSS AMOUNT 1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

ADDRESS:

MAILING P.O. BOX 3109 IDDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG 2 PORTLAND, OREGON 97217

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PAY TO

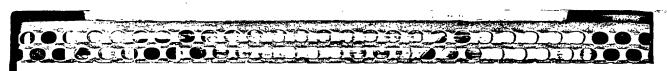
OMEGA FASTENERS P.O. BOX 1270 ISSAQUAH, WA 98027

APRIL 01,1988

211615

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER

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TOTAL STATE OF THE PROPERTY OF jeomn. 1986 4-01-88 2,438.00 2,438.00

211616

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

211616

PAY то

OR & SW WASH PNTRS TF PO BOX 12245 PORTLAND, OREGON 97212 Carrier Confession of APRIL 01,1988

\* GIECKNO 211616

\*\*\*\*\*2,438.00\*

FIRST INTERSTATE BANK OF OREGON. N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER

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1986 4-01-88

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Comparation ...

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PLEASE DETACH BEFORE DEPOSITING



# NORTHWEST MARINE IRON WORKS

ADDRESS:

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

211617

PAY TO

OREGON BRASS WORKS 1127 S. E. 10TH AVE. PORTLAND, OR 97214

DAG . A SALA APRIL 01,1988

211517

TOUR : \*\*\*\*\*9.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER 57060

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211618

PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

ADDRESS:

MAILING P.O. BOX 3109 PORTLAND, OR 97208 LOCATION. PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

211618

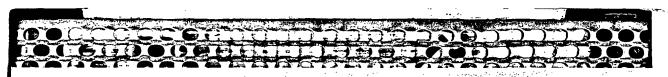
PAY TO

OREGON DESIGN SERVICES 2717 N. KILLINGSWORTH P.O. BOX 17353 PORTLAND, OREGON 97217 AND AND APRIL 01,1988

211618

\*\*\*\*\*\*41.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER

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PLEASE DETACH BEFORE DEPOSITING



NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG 2 PORTLAND. OREGON 97217 211619

24·12 1230 552

PAY TO OR LABORERS-EMP. TF 2929 NW 31ST AVE PORTLAND, OREGON 97210 APRIL 01,1988

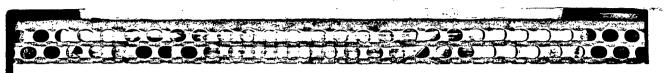
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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

TOTO ESTONO SE LA CONTESTONO SE LA CONTE 1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

ADDRESS:

MAILING P.O. BOX 3109 PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217

211620

24-12 1230 552

PAY TO

OREGON METAL SLITTERS 2245 N.W. SUFFOLK PORTLAND, OR. 97210

CALL OF THE PARTY APRIL 01,1988

CHECKNOI ... 211520

ALOUMA TO BE \*\*\*\*48.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

1986 4-01-88 27.00

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

211621

PAY то

P.D.S.INC.

1411 HARDING AVE.

NATIONAL CITY, CALIF.92050

PART OAKS APRIL 01,1988 211621

**\*\*\*\***\*\*\*27.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

1986 4-01-88

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55.00

211622

PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

211622

<del>24-12</del> 552

PAY TO

PACIFIC COAST BEN TRFD PO BOX C 34078 SEATTLE, WA 98124-1078 APRIL 01,1988

211522

\*\*\*\*\*\*\*55.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

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5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 MYENDOR NUMBER 1999

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PLEASE DETACH BEFORE DEPOSITING



# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE . BLDG. 2 PORTLAND. OREGON 97217 211623

<del>24-12</del> 552

PAY TO PACIFIC DETROIT DIESEL ALL 5061 N. LAGOON AVE. PORTLAND, OR 97217 APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON. N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Milli # Jant Gubert montler



MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

DATE

1985 4-01-88

INVOICEDATE -

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

ADDRESS:

MAILING P.O. BOX 3109 PORTLAND. OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

211624

24-12 1230 552

PAY TO

PAC. COAST SHIPYARD LTT 720 OLIVE WAYSUITE 2 SEATTLE. VA 98101

MO S APRIL 01,1988 GHECKNOS 211524

\*\*\*\*\*5.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

1986 4-01-88

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GROSSAMOUNT

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PLEASE DETACH BEFORE DEPOSITING



# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

211625

24-12 552

PAY TO

PACIFIC INSULATION 5716 N.E. HASSALO PORTLAND, OREGON 97213 APRIL 01,1988

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AMOUNT CONTRACTOR \*\*\*\*\*\*\*13.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER

DISCOUNT AND SELECT ANOUNT OF

1986 4-01-88

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GROSS/AMOUNT

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

ADDRESS

MAILING P.O. BOX 3109 DDRESS PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

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24-12 552

PAY TO

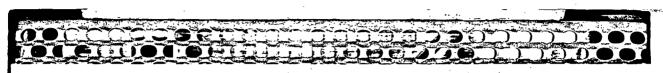
PACIFIC MACHINERY & TOOL S 3445 N. W. LUZON ST. PORTLAND, OR 97210

APRIL 01,1988

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TOW. \*\*\*\*\*\*20.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

A STATEMENT NUMBER

A DAID

1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS MAILING P.O. BOX 3109 PORTLAND, OR 97208 ADDRESS

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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24-12 1230 552

PAY то

PACIFIC MARINE DISTR. P.O. BOX 10323 PORTLAND, OR 97210

APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

INVOICE NO. PER A PRINTOICE DATE 1986 4-01-88

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104.00

NET/AMOUNT

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

ADDRESS.

MAILING P.O. BOX 3109 PORTLAND. OR 97208

LOCATION PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

211628

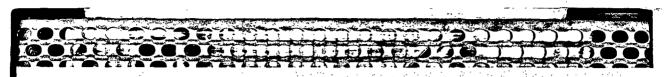
PAY TO

PACIFIC METAL CO. P.O. BOX 5033 PORTLAND, OR 97208 APRIL 01,1988

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AMOUNT COMME \*\*\*\*\*104.00\*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217

GROSS ACCOUNT TIVOTE EDATE 1986 88.00 88.00 4-01-88

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PLEASE DETACH BEFORE DEPOSITING



### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS:

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217

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PACIFIC NORTHWEST BELL P.O. BOX 3881

PORTLAND, OR 97251 AND SECTION OF THE SE APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER (\$ 1)

TIME CONTRACTOR CONTRACTOR ON THE 1986 4-01-88

3,169.00

3,169.00

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

ADDRESS:

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG 2 PORTLAND. OREGON 97217

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24·12 1230 552

PAY TO

PACORD, INC.

2700 HOOVER AVE UNIT B NAT'L CITY CA 92050-6626 ON THE PARTY OF TH APRIL 01,1988

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\*\*\*\*\*3,169.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

TO STEEL OF THE ST

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

VENDOR NUMBER

1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

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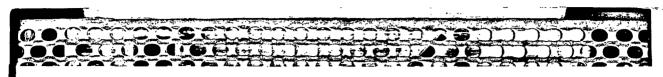
PARAMOUNT SUPPLY CO. P.O. BOX 14096 PORTLAND, OR 97214

APRIL 01,1988

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ALOUNT AND A \*\*\*\*\*\*193.00\*

FIRST INTERSTATE BANK OF OREGON. N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS MAILING P.O. BOX 3109 IDDRESS. PORTLAND, OR 97208

ADDRESS.

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG 2 PORTLAND, OREGON 97217

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PAY то

PARR LUMBER CO. 1320 N. W. 19TH AVE. PORTLAND, OR 97209

APRIL 01,1988

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2 ZUOUUT \*\*\*\*\*\*\*20.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

WOIE SUDA

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER

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4-01-88

1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE . BLDG. 2 PORTLAND. OREGON 97217 211633

<del>24-12</del> 552

PAY TO DON PATCHIN PROPELLOR SERV P.O. BOX 230423 TIGARD, OREGON 97223 APRIL 01,1988

211633

\*\*\*\*\*\*\*14.00\*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

YENDOR NUMBER SEE

CAUS

1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION. PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

211634

PAY TO

PATENT SCAFFOLDING COMPANY 8111 FIRST AVENUE SOUTH SEATTLE, VA 98108

LONG COLUMN APRIL 01,1988

ZEHEEKKO. 211634

\*\*\*\*\*\*\*81.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDĢ. 2 PORTLAND. OREGON 97217 Vendor Number 51020 4-01-88

1985 4-01-88 27.00 27.00

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PLEASE DETACH BEFORE DEPOSITING

NOR MAILING ADDRESS:

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109

LOCATION: PORTLAND SHIP REPAIR YAI

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2
PORTLAND, OREGON 97217

211636

<del>24-12</del> 552

PAY TO PERFORMANCE CONTRACTING 3201 13TH AVE., S.W. SEATTLE, WA 98134

PORTLAND, OR 97208

APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Milli # Jant Gilbert of Onller



MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217

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PAY то

PETERS OFFICE SUPPLY 338 N. W. NINTH PORTLAND, OR 97209

APRIL 01,1988

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\*\*\*\*\*\*17.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

1985 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

211639

24-12 552

PAY TO

PHILADELPHIA GEAR CORP. C/O NORMAN RUPP CO. 7820 N.E. HOLMAN, SUITE B7 97218 PORTLAND, OR

DIE VAN APRIL 01,1988

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AMOUNT \*\*\*\*\*\*\*16.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

ADDRESS.

MAILING P.O. BOX 3109 PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

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PAY TO

PIONEER STERILIZED CLOTH P.O. BOX 5614 PORTLAND, OR 97228

ADATE AT A STORY APRIL 01,1988

211540

AL SECRETARIOUNT \*\*\*\*\*\*93.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

TOTO TOTO GIOSACIONE CON Comment of the commen 1986 4-01-88 2,547.00 2,547.00

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS ADDRESS:

MAILING P.O. BOX 3109 PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

211642

24-12 552

PAY TO

PLUMBG & PIPE FTG IND TF P.O. BOX 4100-01 PORTLAND, OREGON 97208

APRIL 01,1988

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\*\*\*\*\*2,547.00**\*** 

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD ADDRESS:

5555 N CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

211643

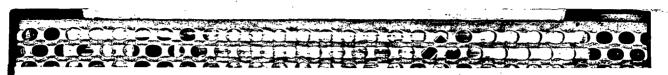
PAY TO

POLYCRETE, INC. P.O. BOX 88088 SEATTLE, WA 98188 ONE CONTRACTOR APRIL 01,1988

211643

AMOUND' \*\*\*\*49.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

INVOICEDATE

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

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1985 4-01-88

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PLEASE DETACH BEFORE DEPOSITING



# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

211644

<del>24-12</del> 552

PAY TO

PONDER BURNER, INC 5416 N. VANCOUVER PORTLAND, OREGON 97217 APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

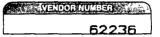


MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

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5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217



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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

ADDRESS:

MAILING P.O. BOX 3109 PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

211645

PAY TO

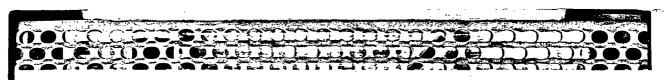
PONY EXPRESS MAINTENANCE C 516 SE MORRISON PO BOX 66273 PORTLAND, OR 97266-0273

APRIL 01,1988

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AMOUNT ... \*\*\*\*\*\*\*21.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217 Vanpon (ULBER) 62250

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109
ADDRESS: PORTLAND, OR 97208

LOCATION. PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 211646

<del>24-12</del> 552

PAY TO POPE RIGGING LOFT, INC. P.O. BOX 10558 . PORTLAND, OR 97210 APRIL 01,1988

211646

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

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INVOICE DATE

#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING



# NORTHWEST MARINE IRON WORKS

ADDRESS:

MAILING P.O. BOX 3109 PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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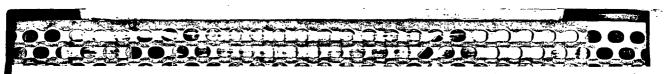
PAY TO

PORT PLASTICS, INC. 3321 N. W. GUAM PORTLAND, OR 97210 APRIL 01,1988

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COLOUDIA (COLOUDIA) \*\*\*\*\*\*20.00\*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

ADDRESS.

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

211648

24-12 552

PAY TO

**PORTCO** 

4200 COLUMBIA WAY VANCOUVER, WA 98551 STATES DAIDS TO THE APRIL 01,1988

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\*\*\*\*\*\*\*\*5.00\*



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

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5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER (本語)

1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 PORTLAND, OR 97208 ADDRESS:

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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24-12 1230 552

PAY TO

PORTLAND GEAR WORKS P.O. BOX 10646 PORTLAND, OR 97210 THE STATE OF THE S APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

YENDOR NUMBER (S. 1953)

1985 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

ADDRESS:

MAILING P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

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24-12 552 1230

PAY TO

PORTLAND GENERAL ELECTRIC P.O. BOX 4403

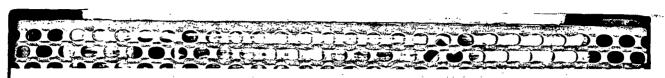
PORTLAND, OR 97254

APRIL 01,1988

211550

\*\*\*\*\*\*\*40.00**\*** 

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND. OREGON 97217

1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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24-12 1230 552

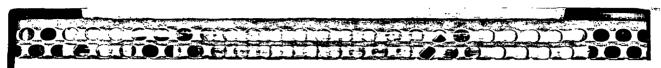
PAY TO

PORTLAND VALVE & FITTING C P.O. BOX 12152 PORTLAND, OR 97212

2003 APRIL 01,1988

211651

SECONO SE MOUNT \*\*\*\*\*\*\*90.00\*



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

ANNOISEDATE:

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILIN ADDRES

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217 211652

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PAY TO POWER RENTS 10380 S.W. CASCADE BLVD TIGARD, OR 97223-4399 APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 Vendor Number

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1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217 211653

24-12 1230 552

PAY TO PRESIDIO COATINGS, INC. 1521 ROOSEVELT NATIONAL CITY, CA 92050 APRIL 01,1988

211653

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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

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TIVOGE UOS SALIOUM SALIOUM SALIOUM 1986 4-01-88

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NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 PORTLAND. OR 97208 ADDRESS:

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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24-12 1230 552

PAY TO

PRIME COMPUTER 9490 S.W. GEMINI DRIVE OREGON BEAVERTON, 97005 APRIL 01,1988

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A COLOUNDA COLOUNDA \*\*\*\*\*\*133.00**\*** 

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

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# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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24-12 1230 552

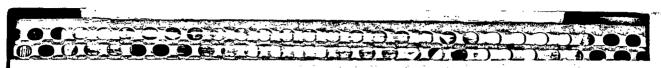
PAY TO

PRODUCTION SUPPLY CO. 7038 S. 196TH STREET KENT, WA 98032

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS. PORTLAND, OR 97206 ADDRESS.

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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PAY TO

PROPULSION CONTROLS ENG. P.O. BOX 13606 SAN DIEGO, CA 92113-0606 NEW TRADABILET SEE APRIL 01,1988

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AVOUNT \*\*\*\*\*\*\*588.00**\*** 



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG 2 PORTLAND, OREGON 97217

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PAY TO

RELIANCE ELECTRIC DRAWER CS198186 ATLANTA, GA 30384 APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217

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24-12 1230 552

PAY ТО

RIEDEL INTERNATIONAL INC. 4555 N. CHANNEL AVE. P.O. BOX 3320 PORTLAND, OREGON 97208

DAIE CONTRACTOR APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



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#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

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# NORTHWEST MARINE IRON WORKS

ADDRESS:

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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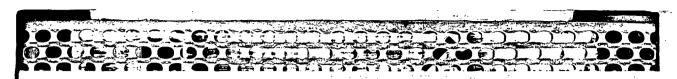
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ROADWAY EXPRESS P.O. BOX 1111 AKRON, OH 44393-0001 PAID: APRIL 01,1988

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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PLEASE DETACH BEFORE DEPOSITING



#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

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24-12 552

PAY TO

FRANK ROFINOT MOBIL DIST.

P.O. BOX 525

254 N. HWY 30

ST. HELENS, OR 97051 APRIL 01,1988 211665

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS. PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

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PLEASE DETACH BEFORE DEPOSITING



# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 211666

24-12 552

PAY TO ROLAND MARINE, INC. 90 BROAD STREET NEW YORK, N.Y. 10004 APRIL 01,1988

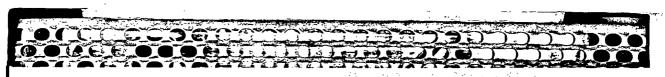
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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS MAILING P.O. BOX 3109 ADDRESS. PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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24-12 1230 552

PAY TO

RONAN ENGINEERING CO P 0 BOX 1275 WOODLAND HILLS CA 91367 APRIL 01,1988

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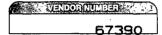
FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND. OREGON 97217





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PLEASE DETACH BEFORE DEPOSITING

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

NORTHWEST MARINE IRON WORKS LOCATION: PORTLAND SHIP REPAIR YARD

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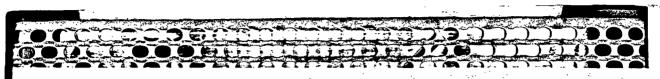
M. ROSENBLATT & SON, 350 BROADWAY NEW YORK NY 10013

**CALLED TABLE** APRIL 01,1988

CHECKNO. 211668

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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

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# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 PORTLAND. OR 97208 ADDRESS:

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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PAY TO

RYERSON HARDWOOD FLOORS 1732 S.E. HAIG ST. PORTLAND, OREGON 97202 APRIL 01,1988

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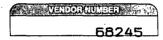
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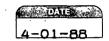
FIRST INTERSTATE BANK OF OREGON. N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217





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NORTHWEST MARINE IRON WORKS

MAILING P.O BOX 3109 ADDRESS: PORTLAND. OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217 211670

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SAB NIFE, INC. P.O. BOX 100

LINCOLN PARK, RI 02865

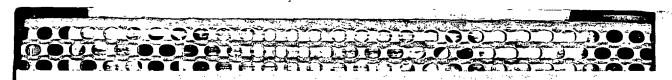
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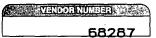
FIRST INTERSTATE BANK OF OREGON. N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217



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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 211671

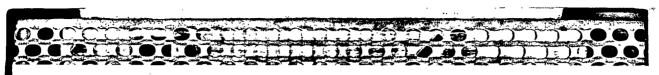
24-12 1230 552

PAY TO SAFETY & SUPPLY CO. 6235 N. BASIN ST. PORTLAND, OREGON 97217 APRIL 01.1988

211671

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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

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# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 PORTLAND, OR 97208 ADDRESS.

LOCATION PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217

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24-12 1230 552

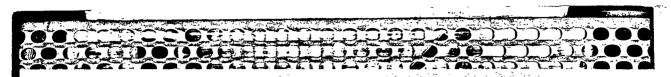
PAY TO

SANDERSON SAFETY SUPPLY CO 1101 S.E. 3RD PORTLAND, OR 97214

APRIL 01,1988

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97206 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 211673

24-12 1230 552

PAY TO JOSEPH C. SANSONE, SR 15450 S OUTR 40 RD, 270 ST LOUIS, MO 53017-2044 APRIL 01,1988

211673

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

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# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217

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24-12 552 1230

PAY TO

SCHUCHART & ASSOCIATES 425 PONTIUS AVE N. #300 SEATTLE, VA 98109-5423 APRIL 01,1988

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION. PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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SEA-LAND INDUSTRIES, INC. 2301 DOCK ST. TACOMA, WA 98402

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

ADDRESS:

MAILING P.O. BOX 3109 DDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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<del>24-12</del> 552

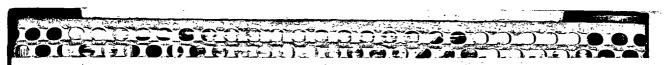
PAY TO

SEA MAR ELECTRIC 3693 E. MARGINAL WAY SO. SEATTLE, WASHINGTON 98134 APRIL 01, 1988

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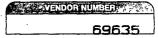
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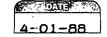
MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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# NORTHWEST MARINE IRON WORKS

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217 211677

24-12 1230 55

PAY TO SEAPORT PETROLEUM P.O. BOX 17171 PORTLAND, OREGON 97217 APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208 LOCATION. PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG 2 PORTLAND, OREGON 97217 211678

<del>24-12</del> 555

PAY TO SEATTLE TARP CO. 2122 W ELMORE SEATTLE WA 98199-1242 APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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DATE

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# NORTHWEST MARINE IRON WORKS

ADDRESS.

MAILING P.O. BOX 3109 ADDRESS. PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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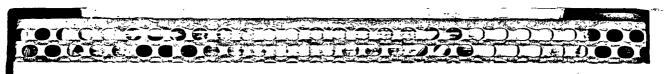
PAY то

SHARPLES-STOKES DIVISION PENNWALT CORP 955 MEARNS ROAD WARMINSTER, PA 18974

APRIL 01,1988

211679

SOUTH AND COUNTY AND SOUTH \*\*\*\*\*9.00\*



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#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

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NORTHWEST MARINE IRON WORKS

ADDRESS:

MAILING P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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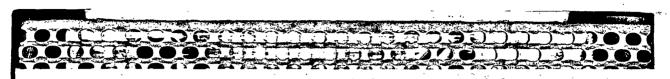
SHAVER TRANSPORT CO. P.O. BOX 10324

PORTLAND, OREGON 97210 APRIL 01,1988

211680

\*\*\*\*\*\*297.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION. PORTLAND SHIP REPAIR YARD

TIMOJE BUDA

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

DATE

1985 4-01-88

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## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 PORTLAND, OR 97208 ADDRESS:

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE . BLDG. 2 PORTLAND. OREGON 97217

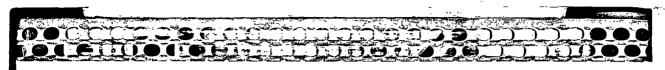
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PAY то

SHEET METAL TRUST FUND P.O. BOX 4148 PORTLAND, OREGON 97208 APRIL 01,1988 211681

\*\*\*\*\*\*740.00\*

FIRST INTERSTATE BANK OF OREGON. N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217 VENDOR NUMBER

4-01-88

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1986 4-01-88

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211682

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O BOX 3109 ADDRESS, PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217 211682

<del>24-12</del> 552

PAY TO SHEETMETAL WORKERS NATIONA BENEFIT FUNDS BEN FRANK. POST BOX 14176 WASHINGTON D.C. 20044 APRIL 01,1988

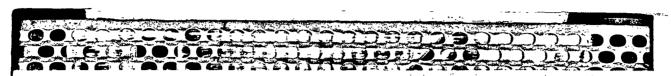
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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(p) (p)

Milli It Jant Gubert De miller



MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER (1982)

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PLEASE DETACH BEFORE DEPOSITING



# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217 211683

24-12 1230 552

PAY TO SHELL OIL CO. P.O. BOX 80 TULSA, OK 74102 APRIL 01,1988

211683

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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 291h & YEON BRANCH PORTLAND, OREGON

(b) (6)

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE. BLDG. 2 PORTLAND, OREGON 97217

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1986 4-01-88

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GROSS AMOUNT

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS. PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

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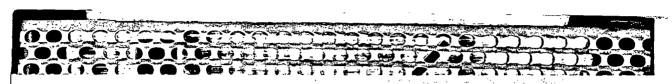
SHOP SERVICES INC. 19390 S.W. SHAW ALOHA, OR. 97007

DATE: APRIL 01,1988

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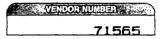
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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217



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PLEASE DETACH BEFORE DEPOSITING



#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217 211685

<del>24-12</del> 552

PAY TO SONIC DIVISION 1014 WHITE HEAD RD. EXTENS TRENTON, N.J. 08638 APRIL 01,1988

211685

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Milli It Jant But Miller



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS MAILING P.O. BOX 3109

ADDRESS:

PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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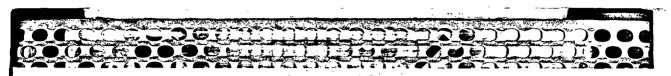
SOURCE COMPUTER SUPPLIES 879B MID-ISLAND PLAZA HICKSVILLE, NY 11801

Comparation DATE of the Cartesian Ca APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



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## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

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5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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SPERRY MARINE SYSTEMS 13975 INTERURBAN AVE., SO. SEATTLE. WA 98158

DAIS DAIS APRIL 01,1988

CHECK NO. 211687

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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

## NORTHWEST MARINE IRON WORKS

ADDRESS:

MAILING P.O. BOX 3109 PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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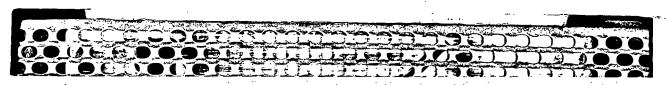
STANDARD PARTS & EQUIP. CO 5251 S.E. MCLOUGHLIN BLVD. PORTLAND, OREGON 97242

APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



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## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217



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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS. PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217

211689

PAY TO

STARK & NORRIS CO 1703 N. W. 16TH AVE. 97209 PORTLAND, OR

APRIL 01,1988

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AUOUNT \*\*\*\*\*\*\*8.00\*



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION. PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

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9320 SW BARBUR BLVD#300 PORTLAND OR 97219-5419 (数:1.2 字 2.500B (2)1、图:2 APRIL 01,1988

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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## NORTHWEST MARINE IRON WORKS

ADDRESS:

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217

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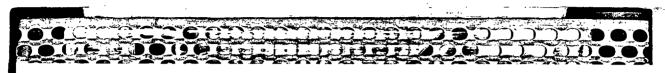
STAUFFER SUPPLY INC. 810 S.E. SHERMAN ST. PORTLAND, OR 97214

NOT THE DISCHARGE TO APRIL 01,1988

211691

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND. OREGON 97217

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## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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24-12 552 1230

PAY TO

STEAM SUPPLY & RUBBER COMP P.O. BOX 10291 (2550 N.W. 25TH PL.)

PORTLAND, OR 97210-1594

APRIL 01,1988

211692

ATOUNE ... \*\*\*\*\*25.00\*



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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VENDOR NUMBER 73324

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1986 4-01-88

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NORTHWEST MARINE IRON WORKS

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MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 211693

<del>24·12</del> 552

PAY TO STEEL SALES NORTHWEST 3121 SW MOODY PORTLAND OR 97201 APRIL 01,1988

211693

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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 291h & YEON BRANCH PORTLAND, OREGON

(b) (6)

Hill: # Jant Gilbert De Miller



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208 ADDRESS:

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217

211694

24-12 1230 552

PAY TO

STEWART AND STEVENSON 4104 HARRISBURG BLVD. HOUSTON, TEXAS 77003 APRIL 01,1988

211694

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

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NORTHWEST MARINE IRON WORKS

ADDRESS:

MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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24-12 1230 552

PAY TO

SYSTEMS ENGINEERING ASSOC.

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520 FELLOWSHIP ROAD, STE.

MT.LAUREL, NJ 08054

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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER
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NORTHWEST MARINE IRON WORKS

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MAILING P.O. BOX 3109 DDRESS PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 211696

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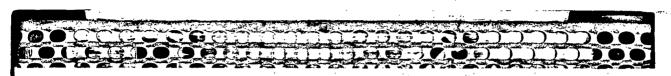
PAY TO SYSTONETICS 1611 116TH AVE. N.E. BELLEVUE, WA 98004 APRIL 01,1988

211696

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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NORTHWEST MARINE IRON WORKS

MAILING PO. BOX 3109 PORTLAND, OR 97208 ADDRESS:

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

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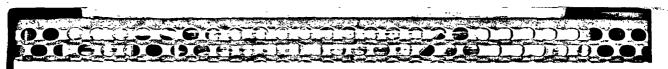
PAY TO

TEI - TURNBULL GROUP 2728 SHELTER ISLAND DRIVE SAN DIEGO, CA 92106

APRIL 01,1988

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

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## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208 ADDRESS:

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217

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<del>24-12</del> 552

PAY TO

TAYLOR ELECTRIC SUPPLY P.O. BOX 14745

PORTLAND, OR 97214

APRIL 01,1988

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\*\*\*\*\*\*\***7.**00\*



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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PLEASE DETACH BEFORE DEPOSITING

## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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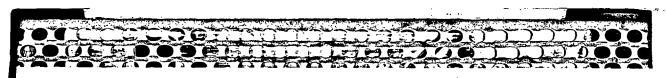
PAY TO

TEK CHEMICAL CO. 3805 N. MISSISSIPPI PORTLAND, OR 97227

APRIL 01,1988

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION. PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG.: 2 PORTLAND, OREGON 97217 75010

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PLEASE DETACH BEFORE DEPOSITING

## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217 211700

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PAY TO TELEDYNE PENN-UNION P.O. BOX 360441M PITTSBURGH, PA 15251 APRIL 01.1988

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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 291h & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555-N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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PLEASE DETACH BEFORE DEPOSITING



NORTHWEST MARINE IRON WORKS

MAILING PO BOX 3109 DDDRESS: PORTLAND, OR 97208 ADDRESS:

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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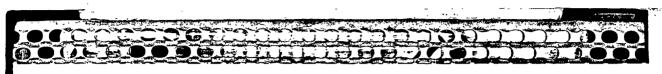
PAY TO

TEMPLEX INDUSTRIES 4401 S.E. JOHNSON CRK. BLV PORTLAND, OREGON 97222

APRIL 01,1988

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#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217

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# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND. OREGON 97217

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PAY TO

DON THOMAS PETROLEUM 2727 N. W. ST. HELENS RD. PORTLAND, OR 97210

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

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## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS. PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

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PO Box 1027 Vancouser, WA 98666

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## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS. PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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PAY то

THUNDERBIRD MOTEL (ASTORIA 400 INDUSTRY STREET ASTORIA, OR 97103

DATE ( APRIL 01, 1988

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RASE, SALDOUNTER ASSESS \*\*\*\*\*\*\*\*5.00**\*** 



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER

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## NORTHWEST MARINE IRON WORKS

ADDRESS

MAILING P.O. BOX 3109 DDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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TOURANGEAU NOR WES CORP. 11040 S.W. ALLEN BLVD. BEAVERTON, OREGON 97005 SEAN SERVICE STATES APRIL 01,1988

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THE COUNTY AND THE \*\*\*\*\*\*\*6.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

ADDRESS:

MAILING P.O. BOX 3109

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE , BLDG. 2 PORTLAND, OREGON 97217

211706

24-12 552

PAY TO

TRANSAMERICA DELAVAL

P.O. BOX 6550

3450 PRINCETON PIKE

LAWRENCEVILLE, N.J. 08648 APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS. PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

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5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

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NORTHWEST MARINE IRON WORKS ADDRESS:

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217

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PAY TO

TRIPLE "A" SOUTH P 0 BOX 13097 SAN DIEGO CA 92113-0097 TO THE DAIL OF THE PARTY OF THE APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

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1986 4-01-88

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PLEASE DETACH BEFORE DEPOSITING

## NORTHWEST MARINE IRON WORKS

MAILING

P.O. BOX 3109 PORTLAND. OR 97208 LOCATION. PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 211708

24-12 1230 55

PAY TO TRI-WAY INDUSTRIES
7748 SOUTH 200TH STREET
KENT WA 98032

APRIL 01,1988

211708

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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

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Milli # Jant Gilbert Donller



MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER

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## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG 2 PORTLAND, OREGON 97217

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UNIDYNAMICS/MIDWEST 1450 S. 2ND STREET ST. LOUIS, MO 63104 APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDORINUMBER 80045

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NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109
ADDRESS: PORTLAND, OR 97206

LOCATION: PORTLAND SHIP REPAIR YARD

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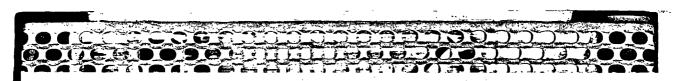
<del>24-12</del> 552

.PAY TO UNIT PROCESS CO. 420 - 6TH ST. SOUTH KIRKLAND, WA 98033 APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

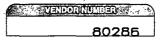


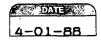
MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 LOCATION: PORTLAND SHIP REPAIR YARD ADDRESS: PORTLAND. OR 97208 5555 N. CHANNEL AVE., BLDG. 2

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 211712

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PAY TO UNIVERSAL HYDRAULIC SERVIC 10950 SW 5TH ST # 350 BEAVERTON OR 97005 APRIL 01,1988

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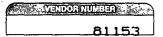
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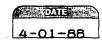


MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217





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## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

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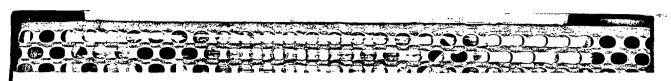
10075 S.W. CASCADE AVE. 97402 TIGARD, OREGON

APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

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#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 211716

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PAY TO VICKERS, INC. (MARINE SUPPO 5353 HIGHLAND DRIVE JACKSON, MS 39206 APRIL 01,1988

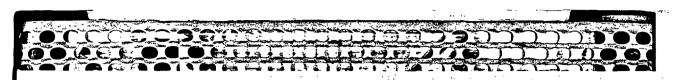
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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

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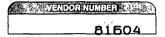
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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

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### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217 211717

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PAY TO W & O SUPPLY, INC. 5555 N. CHANNEL AVE. BLDG. PORTLAND, OREGON 97217 APRIL 01,1988

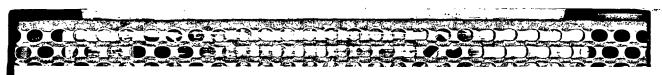
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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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NORTHWEST MARINE IRON WORKS MAILING P.O. BOX 3109

PORTLAND, OR 97208 5555 N. CHANNEL AVE., BLDG. 2 PORTLAND OREGON 97217

LOCATION: PORTLAND SHIP REPAIR YARD

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WAAGMEESTER CANVAS PRODUCT 1222 N. E. ALBERTA ST. PORTLAND, OR 97211

APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

ADDRESS:



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG, 2 PORTLAND, OREGON 97217 SVENDOR NUMBER

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## NORTHWEST MARINE IRON WORKS

MAILING P.O BOX 3109 ADDRESS: PORTLAND. OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 211719

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PAY TO WASHINGTON CHAIN & SUPPLY P.O. BOX 3645

SEATTLE, WA 98124

APRIL 01,1988

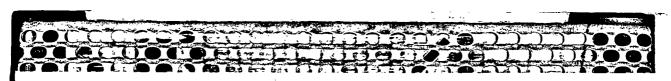
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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

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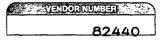
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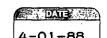


MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION. PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217





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NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION. PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE . BLDG. 2 PORTLAND, OREGON 97217

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PAY TO

WASTE MANAGEMENT OF OREGON 5330 N.E. SKYPORT WAY PORTLAND, OREGON

APRIL 01,1988

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AMOUNT \*\*\*\*\*\*\*73.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION PORTLAND SHIP REPAIR YARD

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## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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PAY TO

WATERMAN SUPPLY CO. P.O. BOX 596 WILMINGTON, CALIF.90748 APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

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MAILING P.O. BOX 3109

LOCATION: PORTLAND SHIP REPAIR YARD

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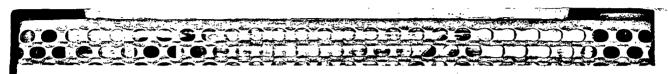
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WESTCON, INC. 5101 N. INTERSTATE

PORTLAND, OR 97217 DAIE APRIL 01,1988

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

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## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS. PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

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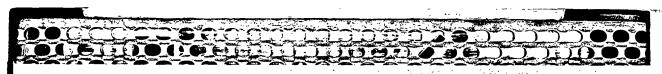
PAY TO WESTERN AUTOMATION CORP. 15219 NORTHEAST 40TH REDMOND, WA 98052 APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

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## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217 211725

24-12 1230 552

PAY TO WESTERN CONFERENCE TMSTR P.O. BOX C-34080 SEATTLE, WA 98124 APRIL 01,1988

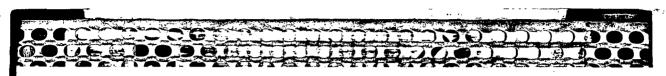
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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

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MAILING P.O. BOX 3109 ADDRESS. PORTLAND. OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

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PAY TO WESTERN ENGINEERS INC. 2105 S.E. 9TH AVE. PORTLAND, OR 97214 APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON. N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

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#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION PORTLAND SHIP REPAIR YARD

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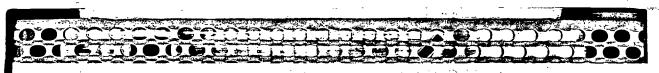
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PAY TO

WESTERN FOUNDRY P.O. BOX 23278 PORTLAND, OR 97223 DATE APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON. N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND. OREGON 97217

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WESTERN METAL IND. PEN. FU P.O. BOX 12068 SEATTLE, VA 98102

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER

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### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND. OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 211730

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P.O. BOX 3976

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APRIL 01,1988

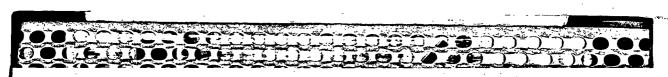
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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

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LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER

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NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 PORTLAND, OR 97208 ADDRESS:

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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WESTERN STUD WELDING 127 SOUTH KENYON SEATTLE, WA 98108

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION. PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER

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NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION PORTLAND SHIP REPAIR YARD

5555 N CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217 211732

24-12 1230 552

PAY TO WESTERN WIRE WORKS P.O. BOX 4382 PORTLAND, OR 97208 APRIL 01,1988

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NW 29th & YEON BRANCH PORTLAND, OREGON

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

1986 4-01-88

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# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE , BLDG. 2 PORTLAND, OREGON 97217

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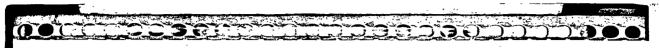
WESTINGHOUSE ELECTRIC MARINE SUPPORT (ILS) 401 E. HENDY AVENUE SUNNYVALE, CA 94088-3499 A CARLO DO CARLO DE C APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

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MAILING P.O. BOX 3109
ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND. OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND. OREGON 97217

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WILLAMETTE TUG & BARGE CO. P.O. BOX 3320 PORTLAND, OR 97208

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FIRST INTERSTATE BANK OF OREGON. N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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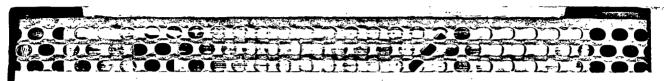
WILSON & HAYES 1601 EASTLAKE AVE. EAST SEATTLE, WA 98102

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION. PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 NDDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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PAY TO

WOODWARD GOVERNOR CO. P.O. BOX 1519 FT. COLLINS, CO 80522 PAIE APRIL 01,1988

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

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1986 4-01-88

8.00

8.00

211737

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS:

MAILING P.O. BOX 3109 NDDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND. OREGON 97217 211737

<del>24-12</del> 552

PAY TO ZELLERBACH PAPER CO. 9111 N.E. COLUMBIA BLVD. PORTLND, OR 97220 APRIL 01,1988

211737

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Willing Jank Get at on eller

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

00215

DISCOUNT

2-01-88

INVOICE NO. INVOICE DATE 1986 2-01-88

89.00

GROSS AMOUNT

89.00

208629

PLEASE DETACH BEFORE DEPOSITING

## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208629

24-12 552 1230

PAY то

38888888

ABF FREIGHT SYSTEM P.O. BOX 10225 PORTLAND, OR 97210 DATE FEBRUARY 01,1988 208629

\*\*\*\*\*\*\*89.00

FIRST INTERSTATE BANK OF OREGON, N.A.

NW 29th & YEON BRANCH PORTLAND, OREGON

A/c 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION.

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER
00630

2-01-88

### INVOICE NO. | | INVOICE DATE | GROSS AMOUNT | DISCOUNT | NET AMOUNT | 1985 2-01-88 | 8.00 | 8.00

208630

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208630

24-12 1230 552

PAY TO AES CORP P.O. BOX 2093 PEABODY, MA 01960 FEBRUARY 01.1988

208530

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217

00820

INVOICE DATE 56.00 1986 2-01-88 55.00 12 Sul Service of Manual o brings of Athorna of PLEASE DETACH BEFORE DEPOSITING

208631

NORTHWEST MARINE IRON WORKS MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208631

24-12 552 1230

PAY TO

AMP SPECIAL INDUSTRIES 2010 N.E. 44TH AVE. PORTLAND, OR 97213

DATE FEBRUARY 01,1988

208631

\*\*\*\*\*\*\*55.00

B\$\$\$\$\$\$\$\$\$\$\$

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

AC 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER
01310

2-01-88

 INVOICE NO.
 INVOICE DATE
 GROSS/AMOUNT
 DISCOUNT
 NET AMOUNT

 1986
 2-01-88
 40.00
 40.00

208632

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208632

<del>24-12 1230</del> 552

PAY TO ABLE EQUIPMENT 615 S.E. CLAY ST. PORTLAND.OR. 97214 DATE FEBRUARY 01,1988 208632

\*\*\*\*\*\*\*\*40.00\*

84888888

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

ADDRESS:

MAILING P.O. BOX 3109 DDDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER 01595

-01-88

INVOICE DATE GROSS AMOUNT DISCOUNT 123.00 123.00 1986 2-01-88

208633

PLEASE DETACH BEFORE DEPOSITING

## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208633

24-12 552

PAY

TO

1481148BBB

ACME VISIBLE RECORDS 6700 S.W. 105TH SUITE 311 BEAVERTON, OREGON 97005 FEBRUARY 01,1988

208633

AMOUNT

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER
02335

2-01-88

1986 2-01-88 81.00 81.00

208634

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS:

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208634

24-12 1230 552

PAY TO AIMSCO P.O. BOX 99056 SEATTLE, WA 98199-0056 FEBRUARY 01,1988

208634

1281111289

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(D) (O

A/c 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

02400

2-01-88

INVOICE DATE GROSS AMOUNT 38.00 38.00 1986 2-01-88

208635

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS:

PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208635

24-12 552 1230

PAY TO

32307639303

AIR OIL PRODUCTS CORP 2400 E. BURNSIDE ST. PORTLAND, OR 97214

FEBRUARY 01,1988

208635

AMOUNT \*\*\*\*\*\*\*38.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

A/C 209

SI042164 NWMAR139606

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER 02450

2-01-88

50.00

NET AMOUNT

 INVOICE NO.
 INVOICE DATE
 GROSS AMOUNT
 DISCOUNT

 1986
 2-01-88
 50.00

208636

PLEASE DETACH BEFORE DEPOSITING

## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208636

24-12 552

PAY TO AIRPORT DRAYAGE CO. 6331 N.E. 112TH PORTLAND, OR 97220

FEBRUARY 01,1988

208636

\*\*\*\*\*\*\*\*50.00\*

84888888B

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(p) (p)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

INVOICE NO. INVOICE DATE

NET AMOUNT

1986 2-01-88

76.00

GROSS AMOUNT CDISCOUNT

76.00

208637

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217

208637

24-12 552 1230

PAY TO

ALATEC PRODUCTS 893 BOGGS AVE. FREMONT, CA 94539 FEBRUARY 01,1988 208637

AMOUNT \*\*\*\*\*\*7**6.0**0\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

Alc 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER 03042

1986 2-01-88

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT

58.00

58.00

208639

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 PORTLAND, OR 97208 ADDRESS:

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208639

PAY

388888888

TO

ALLEN'S RADIATOR SHOP 1436 N.W. EVERETT PORTLAND, OREGON 97210 FEBRUARY 01,1988

208639

AMOUNT \*\*\*\*\*\*\*58.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

GROSS AMOUNT INVOICE NO. INVOICE DATE 1986 43.00 43.00 2-01-88

208641

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208641

24-12 552

PAY

TO

AMERON FIBERGLASS PIPE DIV P.O. BOX 85700 DALLAS TX 75285

FEBRUARY 01,1988

208641

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION:

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

04601

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT 1986 2-01-88 192.00 192.00

208642

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

P.O. BOX 3109 MAILING PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208642

24<u>-12</u> 552 1230

PAY то

ANACOMP INC. P.O. BOX 68171 EL MONTE CA 91735 DATE FEBRUARY 01,1988 CHECK NO. 208642

AMOUNT \*\*\*\*\*\*192.00\*

8888888

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

YENDOR NUMBER

04605

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT 1986 2-01-88 228.00 228.00

208643

PLEASE DETACH BEFORE DEPOSITING

### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208643

24-12 552

PAY

TO

ANALYST, INC. 2910 FORD STREET DAKLAND, CA 94601 DATE FEBRUARY 01,1988

CHECK NO. 208543

AMOUNT \*\*\*\*\*\*228.00\*

1888118881

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

05000

INVOICE NO. INVOICE DATE GROSS AMOUNT 1986 2-01-88 542.00 542.00

208644

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208644

24-12 552 1230

PAY

TO

128831168811318

ANIXTER SAN FRANCISCO 1050 ALADDIN AVE. SAN LEANDRO, CA 94577 DATE FEBRUARY 01,1988

CHECK NO. 208544

AMOUNT \*\*\*\*\*542.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

05031

2-01-88

INVOICE NO. INVOICE DATE GROSS AMOUNT NET AMOUNT 1986 2-01-88 421.00 421.00

208645

PLEASE DETACH BEFORE DEPOSITING

## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208645

24-12 552 1230

PAY то

PLASITE C/O ANTEC CORP. P.O. BOX 307 BELLEVUE, WA 98004 FEBRUARY 01,1988

208645

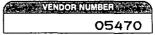
\*\*\*\*\*421.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217





INVOICE NO: INVOICE DATE 1986 2-01-88 504.00 504.00

208646

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208646

PAY

ARGO MARINE SUPPLY 10661 N. LOMBARD PORTLAND, OR 97203 FEBRUARY 01,1988

208646

AMOUNT \*\*\*\*\*\*\*504**.**00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Alc 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

05490

01-88

1986 2-01-88 516.00 515.00

208647

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

ADDRESS:

MAILING P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208647

24-12 1230 552

PAY TO

3283763833

AUTOMATIC SPRINKLER CORP. OF AMERICA P.O. BOX 180 CLEVELAND, OH 44147

FEBRUARY 01,1988

CHECK NO. 208547

AMOUNT \*\*\*\*\*\*516.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

AC 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

07697

INVOICE NO: INVOICE DATE GROSS AMOUNT DISCOUNT 1986 2-01-88 79.00

208648

PLEASE DETACH BEFORE DEPOSITING



#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208648

24-12 1230 552

388888888

PAY то

BARBER BLVD RENTALS 8205 S.W. BARBER BLVD PORTLAND, OR 97219

FEBRUARY 01,1988

208548

辮

AMOUNT \*\*\*\*\*\*\*79.00\*

FIRST INTERSTATE BANK OF OREGON, N.A.

NW 29th & YEON BRANCH PORTLAND, OREGON

A/C 209

NWMAR139617

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION:

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

07862

-01-88

INVOICE NO. INVOICE DATE GROSS AMOUNT 42.00 1986 2-01-88 42.00

208649

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208649

24-12 1230 552

PAY TO

3888#8**8**888

R.A. BARNES INC. 3841 N. COLUMBIA BLVD. PORTLAND, OREGON 97217 FEBRUARY 01,1988

208549

AMOUNT \*\*\*\*\*\*42.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING ADDRESS:

P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

GROSS AMOUNT 137.00 1986 2-01-88 137.00

208650

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING

P.O. BOX 3109

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208650

24-12 552 1230

PAY

TO

18881888E

BATTERY SPECIALISTS. INC. 11207 S.E. POWELL PORTLAND, OREGON 97266

01,1988 FEBRUARY

208650

AMOUNT \*\*\*\*\*\*137**.**00\*

NW 29th & YEON BRANCH PORTLAND, OREGON (b) (6)

FIRST INTERSTATE BANK OF OREGON, N.A.

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208.

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

08980

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT 576.00 1986 2-01-88 576.00

208651

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208651

24-12 552 1230

PAY TO

BEOVICH & ROZYCKI, INC. 1001 SW FIFTH STE 808 PORTLAND OR 97204

FEBRUARY 01,1988

208651

AMOUNT \*\*\*\*\*576.00\*

8202882

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

ALC 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER

PO BOX 40000 Dept 648 INVOICE NO. INVOICE DATE NET AMOUNT 36.00

208652

PLEASE DETACH BEFORE DEPOSITING



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

PORTLAND SHIP REPAIR YARD

5555 N CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208652

24-12 552

PAY TO

BIJUR LUBRICATING CORP. P.O. BOX 13080 NEWARK, N.J. 07191

FEBRUARY 01,1988

208652

AMOUNT \*\*\*\*\*\*\*36.00\*

3888888888

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

55\$5 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER 10021

2-01-88

NET AMOUNT INVOICE NO. INVOICE DATE 2-01-88

1985

75.00

75.00

208654

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

208654

24-12 552

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

PAY

9883168886 9883168886

TO

BOISE CASCADE OFFICE PRODU P.O. BOX 2711 PORTLAND, OR 97208

DATE FEBRUARY 01,1988

CHECK NO 208654

AMOUNT \*\*\*\*\*\*\*76.00\*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

H/C 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE. BLDG. 2 PORTLAND, OREGON 97217

10412

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT 467.00 467.00 1986 2-01-88

208655

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208655

24-12 552 1230

PAY

3889938999

TO

BOYD CORPORATION P.O. BOX 20038 PORTLAND, OR 97220 FEBRUARY 01,1988

208655

\*\*\*\*\*467.00**\*** 

NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

FIRST INTERSTATE BANK OF OREGON, N.A.

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBERN

2-01-88

1985 2-01-88 51.00 51.00

208656

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 NDDRESS: PORTLAND, OR 9720 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208656

24-12 552

PAY TO BRANOM INSTRUMENT CO. 8435 N. INTERSTATE PLACE PORTLAND, OR 97217 DATE FEBRUARY 01,1988 CHECK NO. 208656

\*\*\*\*\*\*\*\*51.00\*

8888488888

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Alc 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

11030

1986 2-01-88

24.00

24.00

208658

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208658

24-12 1230 552

PAY TO

#811/8**3**19

PAUL BRONG MACH WORKS 421 N.E. 12TH AVE. PORTLAND, OR 97232

FEBRUARY 01,1988

208658

AMOUNT \*\*\*\*\*\*\*24.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS. PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

11180

INVOICE NO. INVOICE DATE 1986 2-01-88

92.00

GROSS AMOUNT

92.00

208659

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208659

24-12 552 1230

PAY TO

118811188811

BROWN EQUIPMENT CO. INC. 16325 BOONES FERRY RD. P.O.BOX 1551 LAKE OSWEGO, OREGON 97034

DATE FEBRUARY 01,1988 CHECK NO. 208659

\*\*\*\*\*\*\*92.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217

INVOICE NO. INVOICE DATE

11187

1986 2-01-88

54.00

GROSS AMOUNT

54.00

208660

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208660

24-12 552 1230

PAY TO

R.H. BROWN CO. P.O. BOX 2724

(5 N.E. HANCOCK, PTLD 9721 PORTLAND, OREGON 97208

FEBRUARY 01,1988

CHECK NO. 208660

AMOUNT \*\*\*\*<del>\*</del>54.00\*

**建翻線網** 

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER

2-01-88

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT

1986 2-01-88 425.00

425.00

208661

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

ADDRESS:

MAILING P.O. BOX 3109 PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208661

24-12 552 1230

PAY TO

B20018898

BRUNING

16150 S.W. UPPER BOONES FE

PORTLAND. OREGON 97224 FEBRUARY 01,1988

208651

AMOUNT \*\*\*\*\*\*425.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

INVOICE NO. INVOICE DATE

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER

2-01-88

1986

2-01-88

189.00

189.00

NET AMOUNT

208662

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208662

<del>24-12</del> 552

PAY TO GEO. S. BUSH & CO. P.O. BOX 8829 PORTLAND, OR 97208 FEBRUARY 01,1988

208662

\*\*\*\*\*\*189.00\*

3**8**888888

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

12858

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT

1986 2-01-88 85.00

86.00

208664

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208664

24-12 552

PAY TO

1888/88931

C & E DISTRIBUTING 240 S.E. 5TH DUNDEE, OREGON 97115 DATE FEBRUARY 01,1988

CHECK NO. 208564

AMOUNT \*\*\*\*\*\*\*86**.**00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

13281

2-01-88

INVOICE DATE INVOICE NO.

> 1986 2-01-88

318.00

GROSS AMOUNT

318.00

NET AMOUNT

208666

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208666

24-12 1230 552

PAY

P\$\$\$\$\$\$\$\$\$\$\$\$\$

TO

CALGON CORPORATION COMMERCIAL DIVISION P.O. BOX 3347 CITY OF INDUSTRY, CA 91744 FEBRUARY 01,1988

208666

AMOUNT \*\*\*\*\*\*318.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING ADDRESS:

P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N CHANNEL AVE BLDG 2 PORTLAND, OREGON 97217

48.00 1986 2-01-88 48.00

208668

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208668

PAY TO

1881111881 18811118881

CAPTAINS NAUTICAL SUPPLY 138 N.W. 10TH AVE. PORTLAND, OR 97209

DATE FEBRUARY 01,1988 208668

AMOUNT \*\*\*\*\*\*48.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

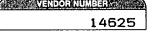
(b) (6)

MAILING P O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

INVOICE NO.

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217



1986 2-01-88

INVOICE DATE

225.00

225.00

208670

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208670

24-12 552 1230

PAY

TO

CASCADE MACHINERY & ELECTR P.O. BOX 3575 SEATTLE, WASHINGTON 98124 FEBRUARY 01,1988

208570

AMOUNT \*\*\*\*\*\*225.00\*

**1888**(1884)

NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

FIRST INTERSTATE BANK OF OREGON, N.A.

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

198.00

1986 2-01-88 198.00 NO BOX server A 9412D

INVOICE NO. INVOICE DATE : GROSS AMOUNT DISCOUNT

208671

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE . BLDG. 2 PORTLAND, OREGON 97217

208671

1230

PAY TO

3888388888

CASTLE METALS 3151 - 20TH ST. EAST TACOMA, WA 98424

FEBRUARY 01,1988 CHECK NO 208671

\*\*\*198.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

15685

-01-88

1986 2-01-88 115.00 115.00

208674

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208674

PAY TO

B\$\$\$179\$99

A.W. CHESTERTON CO. 6235 N. BASIN PORTLAND, OREGON 97217 FEBRUARY 01,1988

208674

AMOUNT \*\*\*\*\*\*115.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

-01-88

1986 2-01-88

154.00

INVOICE NO: INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT

154.00

208675

PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208675

1230

PAY TO

CHROMALOX P.O. BOX 19102 PORTLAND, OREGON 97219 FEBRUARY 01,1988

208675

AMOUNT \*\*\*\*\*\*154.00\*

188888888

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

16430

2-01-88

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT

1986

100.00

100.00

208676

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

...

LOCATION: PORTLAND SHIP REPAIR YARD

2-01-88

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208676

24-12 552

PAY

то

CITY RUBBER STAMP CO. P.O. BOX 2764 PORTLAND, OR 97208

DATE FEBRUARY 01,1988

CHECK NO 208676

\*\*\*\*\*\*100.00\*

**14888**1118**9**1311

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

. A/C 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER 15440

DATE 2-01-88

1986 2-01-88 221.00

221.00

208677

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208 ADDRESS:

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208677

24-12 1230 552

PAY TO

B\$\$\$\$15\$\$\$\$3\$

CITY WIRE CLOTH, INC. 13900 ORANGE AVENUE PARAMOUNT, CA 90723

DATE FEBRUARY 01,1988

208677

AMOUNT \*\*\*\*\*\*221.00\*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER

2-01-88

 INVOICE NO.
 INVOICE DATE
 GROSS AMOUNT
 DISCOUNT
 NET AMOUNT

 1986
 2-01-88
 25.00
 25.00

208679

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208679

24-12 1230 55

PAY TO CLEANUP CO. P.O. BOX 42329 PORTLAND, OR 97242 FEBRUARY 01,1988

CHECK NO. 208579

\*\*\*\*\*\*25.00\*

18811168

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

16820

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT 1985 2-01-88 84.00 84.00

208680

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208680

24-12 552 1230

PAY TO

CLIMAX MANUFACTURING P.O. BOX 230 2712 E. 2ND STREET NEWBERG, OREGON 97132 A DATE! FEBRUARY 01,1988 CHECK NO. 208680

AMOUNT. \*\*\*\*\*\*\*84.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

1986 2-01-88

9.00

GROSS AMOUNT

9.00

208681

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

ADDRESS:

MAILING P.O. BOX 3109 PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N, CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208681

24-12 1230 552

PAY

TO

COAST MARINE & TRANS. DIR 1139 HOWARD ST. SAN FRANCISCO. CA 94103

DATE FEBRUARY 01, 1988

208681

AMOUNT \*\*\*\*\*\*\*\*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

17142

INVOICE NO. INVOICE DATE 1986 2-01-88 390.00 390.00

208682

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208682

24-12 552

PAY TO

COBRA DE ROOTER DRN & SWR P.O. BOX 174 BEAVERTON, OREGON 97075

FEBRUARY 01,1988

CHECK NO 208682

AMOUNT \*\*\*\*\*\*390.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217

VENDOR NUMBER

-01-88

1986

2-01-88

69.00

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT

69.00

208683

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208683

24-12 552 1230

PAY TO

148881888888

COLUMBIA AMERICAN PLATING. 3003 N. W. 35TH PORTLAND, OR 97210

DATE FEBRUARY 01,1988

208683

\*\*\*\*\*\*59.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

ALC 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217 VENDOR NUMBER 17330

2-01-88

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT

1985 2-01-88 168.00 168.00

208684

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208684

24-12 1230 552

PAY TO

(88888888)

COLUMBIA INSPECTION CO. 7133 N. LOMBARD PORTLAND, OR 97203 FEBRUARY 01,1988

208584

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER

17630

2-01-88

DISCOUNT INVOICE NO: INVOICE DATE: GROSS AMOUNT NET AMOUNT 1986 2-01-88 228.00 228.00

208685

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208685

24-12 552

PAY

TO

COLUMBIA RIVER PILOTS ASSO 13225 N LOMBARD PORTLAND OR 97203

DATE FEBRUARY 01,1988 CHECK NO. 208685

AMOUNT \*\*\*\*\*\*\*228.00\*

388888888BBB

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

18077

78.00

INVOICE NO. INVOICE DATE GROSS AMOUNT ( DISCOUNT NET AMOUNT 1986 2-01-88 78.00

208686

PLEASE DETACH BEFORE DEPOSITING

## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208686

24-12 552 1230

PAY

(#888f888)

TO

COMMERCIAL HONING 3453 N. W. LUZON ST. PORTLAND, OR 97210

DATE FEBRUARY 01,1988

CHECK NO. 208686

AMQUNT \*\*\*\*\*\*\*78.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS. PORTLAND, OR 97208. LOCATION: F

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER
18265

2-01-88

1986 2-01-88

11.00

11.00

208687

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. ADDRESS: POR

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208687

<u>-24-12</u> 552

PAY TO CONCEPT GRINDING 2829 S.E. MILWAUKIE AVE PORTLAND, OR 97202 FEBRUARY 01.1988

208587

\*\*\*\*\*\*\*\*11.00\*

1488111888118888

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

18729

INVOICE NO. INVOICE DATE 1986

167.00

167.00

208690

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

2-01-88

5555 N CHANNEL AVE BLDG 2 PORTLAND, OREGON 97217

208690

PAY то

CONTINENTAL HARDWOOD CO. 3250 N. W. YEON PORTLAND, OR 97210

FEBRUARY 01,1988

208690

\*\*\*\*\*167.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

A/c 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

PORTLAND SHIP REPAIR YARD LOCATION:

> 5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

01-88

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT 459.00 459.00 1986 2-01-88

208691

PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

MAILING ADDRESS:

P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208691

1230

PAY TO

**1888** 

COVERALL UNIFORM CO. 2522 N. E. UNION AVE. PORTLAND, OR 97212

FEBRUARY 01,1988

208691

AMOUNT \*\*\*\*\*459**.**00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

INVOICE NO. GROSS AMOUNT INVOICE DATE 128.00 128.00 1985 2-01-88

208695

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208695

- 552

PAY TO

CURRAN COIL SPRING, INC. 9265 S.W. 5TH STREET WILSONVILLE, ORE 97070

**FEBRUARY** 

208695

133

\*\*\*\*\*\*128.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217



2-01-88 354.00 1986 354.00

208697

PLEASE DETACH BEFORE DEPOSITING



#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217

208697

1230

PAY TO

DAVIS SUPPLY P.O. BOX 10162 PORTLAND OREGON 97210



20869

334

\*\*\*\*\*354.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

21959

GROSS AMOUNT INVOICE DATE 1986 2-01-88

46.00

46.00

208698

PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208698

-24-12 1230 552

PAY

TO

DEVRIES DISTRIBUTORS CO. 4575 N.E. 81ST PORTLAND, OR. 97218

FEBRUARY 01,1988 208698

\*\*\*\*\*\*\*46.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

A/c 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

21980

215.00 215.00 1986 2-01-88

208699

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208699

24-12 1230 552

PAY

TO

DIAMOND POWER SPECIALTIES INDUSTRY DRIVE TUKWILA, WA. 98188

FEBRUARY 01,1988

CHECK NO. 208699

133

AMOUNT .... \*\*\*\*\*\*215.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

22165

INVOICE NO: INVOICE DATE DISCOUNT NET AMOUNT GROSS AMOUNT 1986 2-01-88 40.00 40.00

208700

PLEASE DETACH BEFORE DEPOSITING



#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208700

24-12 552 1230

PAY

TO

DIESEL SERVICE UNIT P.O. BOX 3486 PORTLAND, OR 97208 FEBRUARY 01,1988

208700

88

\*\*\*\*\*\*\*40.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS. PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

INVOICE NO. INVOICE DATE GROSS AMOUNT 1986 2-01-88 185.00 185.00

208701

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

P.O. BOX 3109 PORTLAND, OR 97208

LOCATION:

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208701

PAY TO

DIVERSIFIED CLAIM SVCS. P.O. BOX 916 WILSONVILLE, OR 97070

FEBRUARY 01,1988

208701

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

A/c 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER 22641

2-01-88

INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT
1986 2-01-88 25.00 25.00

208702

PLEASE DETACH BEFORE DEPOSITING



#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YAR

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208702

<del>24-12</del> 552

PAY TO DO-ALL NORTHWEST 1440 S.E. POWELL PORTLAND, OR 97206 FEBRUARY 01.1988

208702

\*\*\*\*\*\*\*\*25.00\*

Milli # Jant Gilbert Moniller

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YAR

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

24172

2-01-88

INVOICE NO INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT 1985 2-01-88 8.00 8.00

208704

PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208704

24-12 55

PAY TO E.I.M. CO., INC. 13840 PIKE ROAD MISSOURI CITY TX 77489 FEBRUARY 01,1988

208704

33

Illing Siller

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

INVOICE NO. INVOICE DATE 1986 2-01-88 375.00 375.00

208705

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208705

1230

PAY TO

ELECTROCATALYTIC INC 2 MILLTOWN COURT 07083 UNION. NJ

FEBRUARY 01, 1988

208705

\*\*\*\*\*\*375.00

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217



NET AMOUNT INVOICE DATE 230.00 1986 2-01-88 230.00

208706

PLEASE DETACH BEFORE DEPOSITING



PAY

TO

#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208706

ERICKSON SUPPLY CO. P.O. BOX 12207 PORTLAND, OREGON 97212 FEBRUARY.

208705

333

\*\*\*\*\*\*230.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N, CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER

2-01-88

 INVOICE NO.
 INVOICE DATE
 GROSS AMOUNT
 DISCOUNT
 NET AMOUNT

 1986
 2-01-88
 200.00
 200.00

208707

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS:

G P.O. BOX 3109 B: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208707

24-12 1230 552

PAY

TO

SAAB TANK CONTROL 1 HARMON PLAZA SECAUCUS, NJ. 07094 FEBRUARY 01,1988

208707

\*\*\*\*\*\*\*\*200.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6

A/c 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

INVOICE NO.

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

INVOICE DATE

353.00

28593

353.00

1986 2-01-88 Junded \$120.95

208711

DETACH BEFORE DEPOSITING

NORT EST MARINE IRON WORKS

ADDRESS:

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208711

2<u>4-12</u> 552

PAY TO

1ST INTERSTATE BANK TRUST ATTN: GEORGE BEEMAN PO BOX 2971 PORTLAND, OR 97208

FEBRUARY 01,1988

208711

\*\*\*\*\*\*353.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

A/c 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

28820

2-01-88

INVOICE NO. : INVOICE DATE GROSS AMOUNT DISCOUNT : NET AMOUNT 1986 2-01-88 293.00 293.00

208712

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208712

24-12 552

PAY TO

**MULTINIANI** 

FLUID CONNECTOR PRODUCTS 2715 N.W. ST. HELENS RD. PORTLAND, OR 97210

FEBRUARY 01,1988

208712

\*\*\*\*\*\*293.00\*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION:

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217



2-01-88 1986

134.00

134.00

Manipo Box Bend 1247/25 30

DETAR

208714

PLEASE DETACH BEFORE DEPOSITING



MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217

208714

24-12 1230 552

PAY TO

MATERIAL PROPERTY.

FULLER BRUSH CO P.O. BOX 128 RICHMOND, CA 94806 FEBRUARY 01,1988

CHECK NO. 208714

ANOUNT \*\*\*\*\*134.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

INVOICE NO. ... INVOICE DATE ... GROSS AMOUNT

2-01-88

1986

45.00

45.00

208715

PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208715

24-12 1230 552

PAY TO

FUSES UNLIMITED 9300 MASON AVE CHATSWORTH, CA 91311 FEBRUARY 01,1988 208715

#888

AMOUNT \*\*\*\*\*\*\*45.00**\*** 

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

1986 2-01-88 58.00 68.00

208716

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208716

1883

PAY

TO

GASTECH, INC. 8445 CENTRAL AVE. NEWARK CA 94560

FEBRUARY 01,1988 208716

AMOUNT \*\*\*\*\*\*\*68.00\*

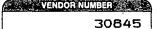
FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD,

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217



2-01-88

, INVOICE NO. NET AMOUNT INVOICE DATE

1986 2-01-88 90.00

90.00

208717

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208717

PAY TO

GENERAL ELECTRIC CO. UNDERSEA ELECTRONICS P.O. BOX 4840 SYRACUSE, N. Y. 13221 FEBRUARY 01,1988

208717

\*\*\*\*\*\*\*90.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

31160

2-01-88

INVOICE NO. INVOICE DATE GROSS AMOUNT 1986

190.00

190.00

NET AMOUNT

208718

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 IDDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

2-01-88

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208718

24-12 1230 552

PAY

TO

GENERAL MAGNETICS 2201 YATES AVE. CITY OF COMMERCE CA 90040 FEBRUARY 01,1988

208718

183

\*\*\*\*\*\*190.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION. PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

32360

2-01-88

1986 2-01-88

162.00

162.00

208719

PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208719

PAY TO

GERRARD SALES & SERVICE 13350 N.E WHITAKER WAY PORTLAND, OR 97230

DATE FEBRUARY 01,1988 CHECK NO. 208719

AMOUNT \*\*\*\*\*\*152.00\*

**Markatanan** 

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER

32560

2-01-88

208720

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208720

24-12 1230 55

PAY TO GLEASON REEL CORP. 600 S. CLARK STREET MAYVILLE, WI 53050 FEBRUARY 01,1988

208720

\*\*\*\*\*\*\*488.00\*

Milli I Janik Gubert at on eller

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

32790

2-01-88

INVOICE NO. INVOICE DATE GROSS AMOUNT 1986 2-01-88 405.00 405.00

208721

PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208721

PAY

TO

GOLDSMITH CO. 20 N.W. 5TH AVE PORTLAND, OREGON

97209

01,1988 FEBRUARY

208721

\*\*\*\*\*\*406**.**00;

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORT

PORTLAND SHIP REPAIR YAR

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER

2-01-88

1986 2-01-88

205.00

205.00

208722

PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208722

24-12 1230 55

PAY TO GOODWAY TOOLS CORPORATION \
404 - WEST AVENUE
STAMFORD, CONN. 06902-638

FEBRUARY 01,1988

208722

\*\*\*\*\*\*\*205.00\*

Milli It Jank Gilbert Doniller

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP RE

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER: 33040

2-01-88

1986 2-01-88

365.00

365.00

208723

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208723

24-12 1230 552

PAY TO GOODYEAR RUBBER & SUPPLY P.O. BOX 10627 PORTLAND, OR 97210

FEBRUARY 01,1988

208723

\*\*\*\*\*\*\*365.00\*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT 1986 2-01-88 61.00 61.00

208725

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS:

P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208725

24-12 552 1230

PAY TO

W.W. GRAINGER PO BOX 4287 PORTLAND, OR 97208 FEBRUARY 01,1988

AMOUNT \*\*\*\*\*\*61.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

INVOICE NO. ... INVOICE DATE 600.00 600.00 1986 2-01-88

208732

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208732

PAY TO

HAYWARD INDUSTRIES INC 900 FAIRMOUNT AVE. ELIZABETH, N.J. 07207

FEBRUARY 01,1988 208732

AMOUNT \*\*\*\*\*\*\*600.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

PORTLAND SHIP REPAIR YARD LOCATION:

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

35290

INVOICE NO. INVOICE DATE 129.00 1986 129.00 2-01-88

208733

PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING

P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208733

24-12 1230 552

BILLIANBRAN

PAY то

HAZCON, INC. SUITE 104 16325 S.W. BOONES FERRY RD LAKE OSWEGO, OREG. 97034

FEBRUARY 01,1988

208733

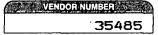
\*\*\*\*129.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217



2-01-88

1986 2-01-88 347.00 347.00

208734

PLEASE DETACH BEFORE DEPOSITING

### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208734

24-12 1230 552

PAY TO HEMPEL MARINE PAINT 7022 SOUTH 220TH KENT, WA 98032 DATE FEBRUARY 01,1988 208734

\*\*\*\*\*\*\*347.00\*

Milli It Jant Gilbert Wondler

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109
ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

35540

1986 2-01-88

536.00 536.00

208735

PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208735

4.

PAY TO

HENSCHEL CORP. 9 HOYT DRIVE NEWBURYPORT, MA 01950 FEBRUARY 01,1988

208735

\*\*\*\*\*\*536.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

35685

2-01-88

INVOICE NO: INVOICE DATE GROSS AMOUNT 1986 2-01-88

293.00

293.00

NET AMOUNT

208736

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208736

24-12 552 1230

PAY TO

BOB HERINCK PAINTING 10705 N.E. KNOTT ST. PORTLAND, OREGON 97220

DATE FEBRUARY 01,1988 208736

\*\*\*\*\*\*293.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

19.00 1986 2-01-88 19.00

208737

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208737

24-12 552 1230

PAY TO

H. HIRSCHBERGER CO. INC. 1714 N.W. NORTHRUP ST PORTLAND, OR 97209-2423 **FEBRUARY** 01,1988 208737

188

\*\*\*\*\*\*\*19.00

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING ADDRESS:

P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

11.00 1986 2-01-88 11.00

208738

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208738

24-12 1230 552

PAY

HOCK'S LABORATORIES PO BOX 14400 PORTLAND, OREGON 97214

01,1988 FEBRUARY

208738

**303** 

TO

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

> 5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

INVOICE DATE 1986 2-01-88

71.00

208739

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208739

24-12 552

PAY TO

HOLLADAY PK MED CENTER 1225 N.E. SECOND AVE PORTLAND, OR 97232

FEBRUARY 01,1988

CHECK NO. 208739

**388** 

\*\*\*\*\*\*71.00**\*** 

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

37475

270.00 1986 2-01-88 270.00

208744

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208744

PAY

TO

HYDRAULIC & AIR EQUIPMENT 1925 N. W. QUIMBY ST. PORTLAND, OR 97209

FEBRUARY 01,1988

208744

1888

\*\*\*\*\*\*270.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER

2-01-88

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT

1986 2-01-88 362.00 352.00

208745

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208745

24-12 552 1230

PAY TO HYDRAULIC & INSTR. SUPPLY 14271 NW SCIENCE PARK DR PORTLAND OR 97229 FEBRUARY 01,1988

208745

\*\*\*\*\*\*352.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208 ADDRESS:

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

1986 2-01-88 264.00 254.00

208746

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208746

PAY TO

MIKE HUNT C/O S.S. MARYLAND SWAN ISLAND SHIPYARD PORTLAND, OREGON 97217 DATE FEBRUARY 01,1988

208746

AMOUNT \*\*\*\*\*\*264.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

1986

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

38640

2-01-88

INVOICE NO. INVOICE DATE

2-01-88

551.00

GROSS AMOUNT DISCOUNT

551.00

NET AMOUNT

208748

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208748

PAY TO

INDUSTRIAL TOOL & SUPPLY P.O. BOX 14216 PORTLAND, OR 97214

DATE FEBRUARY 01,1988

208748

\*\*\*\*\*\*551.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

the 208749 to Engesourand 340 SE Clay St PHLDOR9724

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

38893

2-01-88

1986 2-01-88 321.00 321.00

208749

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208749

24-12 552 1230

PAY то

INGERSOLL-RAND SEE DRESSER RAND CO COMPRESSOR SVCS DIV **FEBRUARY** 01,1988 208749

\*\*\*\*\*\*321.00**\*** 

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION:

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

39008

-88

8.00 1986 2-01-88 8.00

208750

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS MAILING P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208750

24-12 552

PAY TO

INSTRUMENTORS SUPPLY INC 10150 S.W. PARKWAY PORTLAND, OREGON 97225

FEBRUARY 01,1988

208750

**133**E

AMOUNT

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YAR

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER
40220

2-01-88

1986 2-01-88

401.00

401.00

208751

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 9720 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208751

1230 552

PAY TO J & F INDUSTRIES, INC. 2200 S.E. MAILWELL DR. PORTLAND, OR 97222 FEBRUARY 01,1988

208751

\*\*\*\*\*\*401.00\*

Siller Mondler

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

40228

01-88

1986 2-01-88 59.00 59.00

208752

PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208752

PAY TO

**HARDING** 

J F W INDUSTRIES 7920 S.E. STARK ST. PORTLAND, OR 97215 **FEBRUARY** 01,1988 208752

H(M)

AMOUNT \*\*\*\*\*\*59.00\*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING ADDRESS:

P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER
41370

2-01-88

 INVOICE NO. :
 INVOICE DATE | GROSS AMOUNT | DISCOUNT | NET AMOUNT |

 1985
 2-01-88
 25.00

208754

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

**≥** ^

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YAR

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208754

24-12 1230 552

PAY TO

Minimum

JOHNSON HEATING SUPPLY 232 N.E. 9TH AVE. PORTLAND, OR 97232 FEBRUARY 01,1988

208754

1833

\*\*\*\*\*\*\*\*25.00\*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6

A/C 209

SI042284 NWMAR139691

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

42580

INVOICE NO. INVOICE DATE 235.00 236.00 1986 2-01-88

208756

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208756

24-12 1230 552

PAY TO

KARN REPAIR SERVICE 1215 S.W. 16TH AVE PORTLAND, OR 97205 DATE FEBRUARY 01,1988 208756

133

\*\*\*\*\*236.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

> 5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

1986 254.00 254.00 2-01-88 New york and have the service of the

208757

PLEASE DETACH BEFORE DEPOSITING

### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208757

PAY

TO

KENNAMETAL SERVICE CENTER 17320 MARQUARDT AVENUE CERRITOS, CALIF 90701

FEBRUARY 01,1988

CHECK NO. 20875

188

\*\*\*\*\*\*254.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

43100

1986

2-01-88

275.00

GROSS AMOUNT

275.00

208758

PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208758

PAY TO

KEYSTONE VALVE P.O. BOX 40010 HOUSTON, TX 77040

DATE FEBRUARY 01,1988 CHECK NO. 208758

1934

AMOUNT \*\*\*\*\*\*275.00\*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

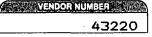
(b) (6)

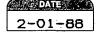
Alc 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217





1986 2-01-88

9.00

9.00

208759

PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

MAILING ADDRESS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208759

<del>24-12</del> 552

PAY TO KIMBERLEY INDUSTRIAL

PORTLAND, OR 97209

FEBRUARY 01,1988

208759

**M** 

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING ADDRESS:

P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

INVOICE DATE GROSS AMOUNT NET AMOUNT 1986 2-01-88 115.00 115.00

208762

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208762

24-12 552 1230

PAY TO

LACEY-HARMER 4320 N.W. ST. HELENS RD. PORTLAND, OR 97210

DATE FEBRUARY 01,1988 208762

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

\*\*\*\*\*\*115.°OO

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

GROSS AMOUNT DISCOUNT 1985 2-01-88

420.00

420.00

208763

PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208763

PAY TO

LA MARCHE MFG CO. 108 BRADROCK DR. DES PLAINES, ILL 60018 FEBRUARY 01,1988

208763

183

AMOUNT \*\*\*\*\*\*420.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER 45897

2-01-88

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT

1985 2-01-88 301.00

208765

PLEASE DETACH BEFORE DEPOSITING

### NORTHWEST MARINE IRON WORKS

MAILING F ADDRESS: F

MAILING P.O. BOX 3109 DRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD:

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208765

24-12 552

PAY TO LIMITORQUE CORP. C/O NORMAN RUPP CO. 1710 S. E. BROOKLYN PORTLAND, OR 97202 FEBRUARY 01,1988

208765

Milli It Jank Gebert De Foneller

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

GROSS AMOUNT NET AMOUNT INVOICE NO. INVOICE DATE 489.00 1986 2-01-88 489.00

208767

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 IDDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217

208767

PAY TO

LLOYD'S REGISTER OF SHIPPI 240 TAMAL VISTA BLVD #200 CORTE MADERA CA 94925

FEBRUARY 01,1988

208767

AMOUNT \*\*\*\*\*\*489.00

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

Alc 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER 46720

DATE

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT

1985 2-01-88 488.00 488.00

208768

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208768

24-12 1230 552

PAY TO LUCKY JT DISTRIBUTING CO. 8111 N.E. COLUMBIA BLVD. P.O. BOX 13000D PORTLAND, OR 97213 PANE FEBRUARY 01,1988

20876<u>8</u>

188

\*\*\*\*\*\*\*488.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION:

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

INVOICE NO. INVOICE DATE 148.00 1986 2-01-88 148.00

208769

PLEASE DETACH BEFORE DEPOSITING



NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208769

24-12 <sub>552</sub> 1230

PAY TO

MCC POWERS 2906 N.E. GLISAN PORTLAND, OREGON 97232 FEBRUARY 01,1988

208769

\*\*\*\*\*148.00°

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER
47030

2-01-88

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT.

1985 2-01-88 47.00 47.00

208770

PLEASE DETACH BEFORE DEPOSITING

MAI ADDR

### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208770

24-12 552

PAY TO MDA SCIENTIFIC 405 BARCLAY BLVD LINCOLNSHIRE, ILL 60069 FEBRUARY 01,1988

CHECK NO.... 208770

1834

\*\*\*\*\*\*\*\*47.00\*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6

A/C 209

SI042300 NWMAR139702

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

48288

1986 2-01-88 75.00 75.00

208771

PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208771

24-12 552 1230

PAY

TO

MARKS BROTHERS INC. 8725 S.E. 132ND AVE. PORTLAND, OR 97236

FEBRUARY 01,1988

208771

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION:

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

1985 2-01-88 189.00

208772

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208772

PAY TO

MARYATT INDUSTRIES 310 S.E. 12TH PORTLAND, OR 97214 **FEBRUARY** 

\*\*\*189.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER
48790

2-01-88

INVOICE NO INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT

1986 2-01-88 95.00

208773

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208773

24-12 1230 552

PAY TO MASONS SUPPLY P.O. BOX 42367 PORTLAND, OR 97242 FEBRUARY 01,1988

CHECK NO. 208773

\*\*\*\*\*\*\*\*95.00\*

Milli It Jain Burt Doniller

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(p) (p

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

NVOICE NO. INVOICE DATE 1986 1.00 1.00 2-01-88

208774

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208774

PAY TO

MATHERS CONTROLS, INC. 902 N.W. BALLARD WAY SEATTLE, WASHINGTON 98107 DATE FEBRUARY 01,1988

208774

188

AMOUNT \*\*\*\*\*\*\*1.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER

1986 2-01-88

492.00

492.00

208775

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208775

24-12 552

PAY

то

MATSON NAVIGATION CO. 1618 S.W. 1ST PORTLAND, OR 97201

FEBRUARY

208775

831

\*\*\*\*\*\*492.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

A/c 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

INVOICE NO. INVOICE DATE ... GROSS AMOUNT

587.00 587.00 1986 2-01-88

208777

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208777

PAY TO

MC MASTER CARR SUPPLY CO. 9630 NORWALK BLVD. SANTA FE SPRINGS, CA 9067 FEBRUARY 01,1988

208777

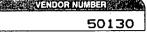
\*\*\*\*\*\*587.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217





 INVOICE NO.
 INVOICE DATE
 GROSS AMOUNT
 DISCOUNT.
 NET AMOUNT

 1985
 2-01-88
 185.00
 185.00

208778

PLEASE DETACH BEFORE DEPOSITING

## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208778

24-12 552

PAY TO SAM A. MESHER TOOL CO. 1704 N. W. JOHNSON ST. PORTLAND, OR 97209 DATE FEBRUARY 01,1988

208778

\*\*\*\*\*\*\*186.00\*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Alc 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

255.00 1986 2-01-88 255.00

208779

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208779

24-12 552

PAY TO

MET-TEK, INC. P.O. BOX 414 CLACKAMAS, OR 97015 **FEBRUARY** 01,1988 CHECK NO: 208779

AMOUNT \*\*\*\*\*\*\*255.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

50453

2-01-88

94.00 1986 2-01-88 94.00

208780

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208780

24-12 552 1230

PAY TO

MICROLAB NORTHWEST 7609 140TH PLACE N.E. 98052 REDMOND, WA

FEBRUARY 01,1988

208780

AMOUNT \*\*\*\*\*\*\*94.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217

1986 349.00 349.00 2-01-88

208781

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208781

24-12 552 1230

PAY

TO

MINE SAFETY APPLIANCE CO. P.O. BOX 88161. TUKWILA BR SEATTLE, WA 98188

FEBRUARY 01,1988 208781

**933** 

\*\*\*\*\*\*\*349**.**00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION:

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

225.00

INVOICE NO. GROSS AMOUNT

25.00
PO Wisap 1

208783

PLEASE DETACH BEFORE DEPOSITING



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208783

24-12 552

PAY

TO

MOBIL OIL CORP. P.O. BOX 56940 AMF-0'HARE, ILL 50666 FEBRUARY 01,1988

208783

AMOUNT \*\*\*\*\*\*\*225.00\*

**BRITISH BR** 

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER

2-01-88

 INVOICE NO.
 INVOICE DATE
 GROSS AMOUNT
 DISCOUNT
 NET AMOUNT

 1985
 2-01-88
 258.00
 258.00

208785

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 CATION: PORTLAND SHIP REPAIR YARI

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208785

24-12 1230 552

PAY TO LEASING ASSOCIATES INC. P.O. BOX 25750 PORTLAND, OR 97225 FEBRUARY 01,1988

208785

AMOUNT \*\*\*\*\*\*258.00\*

Milli # Jant Gubert atoniller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(p) (g

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLÓG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER 53535

2-01-88

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT 1986 2-01-88 536.00 536.00

208787

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208787

24-12 1230 552

PAY TO MURRAY-BENJAMIN ELECTRIC C 174 VANDERBILT AVE. BROOKLYN, NY 11205 DATE FEBRUARY 01,1988 208787

AMOUNT \*\*\*\*\*\*536.00\*

Alli It Jant Gilbert 24 on eller

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(p) (p

A/c 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

53788

INVOICE NO. INVOICE DATE

1986 2-01-88 258.00

258.00

208789

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208789

24-12 1230 552

PAY TO

NATIONAL CHEMSEARCH 12744 ELLIOTT PRAIRIE RD. WOODBURN, OR. 97071

DATE FEBRUARY 01,1988

CHECK NO. 208789

\*\*\*\*\*\*\*258.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER 55350

2-01-88

INVOICE NO: INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT 470.00

208792

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208792

1230 552

PAY TO NORTH COAST ELECTRIC COMPA 625 N. W. EVERETT ST. PORTLAND, OR 97209 FEBRUARY 01,1988

CHECK NO. 208792

\*\*\*\*\*\*\*470.00\*

Milli # Jant Gilbert of on eller

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(p) (p)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION:

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

185.00 1986 2-01-88 185.00

208795

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2

208795

·24-12 1230 552

PORTLAND, OREGON 97217

PAY TO

NORTHWEST NATURAL GAS P.O. BOX 8905 PORTLAND, OREGON 97255 **FEBRUARY** 01,1988 208795

\*\*\*\*\*\*\*185.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

193.00 1986 2-01-88 193.00

208796

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208796

PAY то

NW PROPANE GAS CO. P 0 B0X 16284 PORTLAND OR 97216 **FEBRUARY** 

208796

\*\*\*\*\*\*193.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

A/c 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

252.00 252.00 1986 2-01-88

208797

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS:

P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208797

24-12 552 1230

PAY TO

NURNBERG SCIENTIFIC 5310 S.W. VIRGINIA PORTLAND, OREGON 97201 FEBRUARY 01,1988

CHECK NO. 208797

\*\*\*\*\*\*252.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

INVOICE DATE 52.00 1986 2-01-88 52.00

208799

PLEASE DETACH BEFORE DEPOSITING



### NORTHWEST MARINE IRON WORKS

P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208799

24-12 552

PAY TO

OREGON AIR TOOL, INC. 1206 S. E. 11TH PORTLAND, OR 97214

**FEBRUARY** 

208799

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Alc 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

2-01-88 368.00 368.00

208800

PLEASE DETACH BEFORE DEPOSITING

## NORTHWEST MARINE IRON WORKS

P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208800

PAY

ŤΟ

OREGON GLASS CO. P.O. BOX 649 10450 S.W. RIDDER RD. WILSONVILLE, OREGON 97070 FEBRUARY 01,1988

208800

\*\*\*\*\*\*368.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208 ADDRESS:

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

INVOICE NO. INVOICE DATE

1986 2-01-88

238.00

238.00

208801

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217

208801

24-12 1230 552

PAY TO

**OREGON LEATHER COMPANY** P.O.BOX 5577 110 N.W. 2ND PORTLAND, OR. 97228

FEBRUARY 01,1988

208801

\*\*\*\*\*\*238.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

57612

DATE 2-01-88

208803

PLEASE DETACH BEFORE DEPOSITING

### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208803

24-12 1230 552

PAY TO OREGON WIRE PRODUCTS P.O. BOX 20279 PORTLAND, OR 97220 FEBRUARY 01,1988

208803

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER 58607

INVOICE DATE GROSS AMOUNT DISCOUNT 1986 2-01-88 305.00 305.00

208806

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208806

24-12 552 1230

PAY TO

**MINIMAN PAR** 

PACIFIC INST. & SUPPLY 5716 N.E. HASSALO PORTLAND, OR 97213

FEBRUARY 01,1988

208806

AMOUNT \*\*\*\*\*\*305.00**\*** 

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

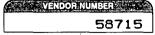
(b) (6)

A/c 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217



2-01-88

DISCOUNT: NET AMOUNT 1986 27.00 27.00 2-01-88

208807

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208807

PAY TO

PACIFIC PATTERN 2345 N.W. WILSON PORTLAND, OR 97210 FEBRUARY 01,1988 208807

\*\*\*\*\*\*\*27.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON
(b) (6)

MAILING P.O BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

58830

DATE 2-01-88

GROSS AMOUNT DISCOUNT NET AMOUNT INVOICE NO. INVOICE DATE

360.00 1986 2-01-88 360.00

208808

PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

P.O. BOX 3109 PORTLAND, OR 97208 MAILING ADDRESS:

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208808

24-12 1230 552

PAY TO

PACO PUMPS 2551 N.W. 30TH PORTLAND, OR 97208 FEBRUARY 01, 1988

CHECK NO: 208808

AMOUNT \*\*\*\*\*\*350.00\*

**MINISTRAL** 

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

59620

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT 1986 275.00 275.00 2-01-88

208809

PLEASE DETACH BEFORE DEPOSITING

### NORTHWEST MARINE IRON WORKS

MAILING ADDRESS:

P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208809

24-12 1230 552

PAY

TO

PAC WEST GLASS, INC. 723 N. TILLAMOOK PORTLAND, OREGON 97227 FEBRUARY 01,1988

208809

\*\*\*\*\*\*\*275.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

ADDRESS:

MAILING P.O. BOX 3109 DDDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

59995

2-01-88

1986 495.00 2-01-88 496.00

208810

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217

208810

24-12 552 1230

PAY TO

PARAMOUNT BEDDING 1306 NW 18TH AVE PORTLAND, OREGON 97209 FEBRUARY 01,1988

208810

AMOUNT \*\*\*\*\*496.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

CO 1 7

60175

2-01-88

 INVOICE NO.
 INVOICE DATE
 GROSS AMOUNT
 DISCOUNT
 NET AMOUNT

 1986
 2-01-88
 444.00
 444.00

208811

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208811

24-12 1230 552

PAY TO PARKS INSTRUMENT SERVICE 303 N.E. TOMAHAWK ISLAND D PORTLAND, OR 97217 DATE FEBRUARY 01,1988 CHECK NO. 208811

\*\*\*\*\*\*444.00\*

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(p) (p)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

GROSS AMOUNT DISCOUNT INVOICE NO. INVOICE DATE 2-01-88 1986 134.00 134.00

208814

PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION. PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217

208814

<del>24-12</del> 552 1230

PAY TO

PBCC 1 P.O. BOX 38460 LOUISVILLE, KY 40233 FEBRUARY 01,1988

208814

188

\*\*\*\*\*\*134.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

A/c 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER 62180

DATE 2-01-88

INVOICE NO. . INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT 345.00 345.00 1986 2-01-88

208816

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE . BLDG. 2 PORTLAND, OREGON 97217

208816

24-12 552

PAY

TO

PLATT ELECTRIC SUPPLY CO. P.O. BOX 3167 PORTLAND, OR

DATE FEBRUARY 01,1988

208816

AMOUNT : \*\*\*\*\*\*345.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD,

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

62208

2-01-88

INVOICE NO. 300.00 1986 300.00 2-01-88

208817

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208817

24-12 1230 552

PAY TO

PLYMART INC. 1001 S. E. UNION PORTLAND, OR 97214 DATE FEBRUARY 01,1988

208817

\*\*\*\*\*\*\*300.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER 52210

2-01-88

1986 2-01-88 59.00 59.00

208818

PLEASE DETACH BEFORE DEPOSITING

M ADI

#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 NDDRESS: PORTLAND, OR 97208 OCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208818

24-12 1230 552

PAY TO MR. PLYWOOD STORES 7609 S. E. STARK PORTLAND, OR 97215 FEBRUARY 01,1988

208818

\*\*\*\*\*\*\*59.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

ALC 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

62332

INVOICE NO. INVOICE DATE: 1986 2-01-88

205.00

GROSS AMOUNT

205.00

208819

PLEASE DETACH BEFORE DEPOSITING

## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208819

24-12 1230 552

PAY TO

PORTLAND BUREAU OF WATERWO 1120 S.W. 5TH AVE. PORTLAND, OR 97204

FEBRUARY 01,1988 20881

\*\*\*\*\*\*\*205.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

AL 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND. OREGON 97217

VENDOR NUMBER 62615

2-01-88

1985 2-01-88 500.00 DISCOUNT NET AMOUNT 500.00

208820

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208820

24-12 1230 552

PAY TO PORTLAND SWEEPING SERVICE 14462 S E HILLGROVE CT MILWAUKIE OR 97267 FEBRUARY 01,1988

CHECK NO. 208820

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217



INVOICE NO. INVOICE DATE GROSS AMOUNT 1986 473.00 2-01-88 473.00

208822

PLEASE DETACH BEFORE DEPOSITING



#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208822

24-12 552 1230

PAY

TO

POWERHOUSE TOOL INC 417 TAYLOR STREET JOLIET, ILL 60435

DATE FEBRUARY 01,1988

208822

\*\*\*\*\*\*\*473.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

63281

INVOICE NO. INVOICE DATE 1986 11.00 2-01-88 11.00

208823

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208823

24-12 1230 552

PAY TO

POWER TRANSMISSION PRODUCT 1233 N.W. 12TH AVE. PORTLAND, OR 97209

FEBRUARY 01,1988

208823

\*\*\*\*\*\*\*11.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

63510

376.00

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT 1986 2-01-88 376.00

208825

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208 ADDRESS:

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208825

24-12 552 1230

PAY то

MANAGEMENT AND STREET

PREMIER GEAR & MACHINE WOR 1700 N.W. THURMAN ST. PORTLAND, OR 97209

FEBRUARY 01,1988

CHECK NO. 208825

488

AMOUNT \*\*\*\*\*\*376.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

63741

2-01-88

 INVOICE NO.
 INVOICE DATE
 GROSS AMOUNT
 DISCOUNT
 NET AMOUNT

 1986
 2-01-88
 315.00
 315.00

208827

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208827

24-12 1230 552

PAY TO PROCESS ELECTRONICS CORP.
P.O. BOX 12000
225 TRAKAS BV.
GASTONIA, NC 28053

FEBRUARY 01.1988

208827

**88** 

\*\*\*\*\*315.00\*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

1986 2-01-88 368.00 368.00

208828

PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208828

24-12 552 1230

PAY

TO

PROFIT BY AIR P.O. BOX 388 VALLEY STREAM, NY 11582 FEBRUARY 01,1988

208828

AMOUNT \*\*\*\*\*368.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Alc 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

64321

2-01-88

NET AMOUNT

INVOICE NO. ..... INVOICE DATE GROSS AMOUNT 1986 2-01-88

540.00

540.00

208831

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208831

24-12 1230 552

PAY

TO

RMRS SYSTEM P.O. BOX 7150M ST. LOUIS, MO 63195 FEBRUARY 01,1988

208831

333

\*\*\*\*\*\*540.00

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER 64496

2-01-88

 INVOICE NO.
 INVOICE DATE
 GROSS AMOUNT
 DISCOUNT
 NET AMOUNT

 1985
 2-01-88
 22.00
 22.00

208832

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208832

<del>24-12</del> 552

PAY TO RADAR ELECTRIC 704 S.E. WASHINGTON PORTLAND, OR 97214 FEBRUARY 01,1988

CHECK NO. 208832

88

\*\*\*\*\*\*\*\*22.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

HC 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

64565

2-01-88

INVOICE NO. INVOICE DATE 1986 2-01-88

GROSS AMOUNT 498.00

498.00

208833

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208833

24-12 552 1230

PAY TO

RADIO HARDWARE & ELECT .. 12101 SO. PRAIRIE AVENUE HAWTHORNE, CALIFORNIA

FEBRUARY 01,1988

208833

\*\*\*\*498.00

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

64625

38.00 38.00 1986 2-01-88

208834

PLEASE DETACH BEFORE DEPOSITING



MAILING P.O. BOX 3109 PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208834

24-12 1230 552

PAY TO

RAILWAY SPECIALTIES CORP P.O. BOX 29 BRISTOL, PA 19007

FEBRUARY 01,1988

CHECK NO. 208834

\*\*\*\*\*\*\*38.00\*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE , BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER 65163

2-01-88

208836

PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE , BLDG. 2 PORTLAND, OREGON 97217 208836

<del>24-12</del> 552

PAY TO REDDAWAY TRUCK LINE 1721 N.W NORTHRUP PORTLAND, OR 97210 FEBRUARY 01.1988

CHECK 140 208836

\*\*\*\*\*\*\*\*14.00\*

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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

INVOICE NO. 1986 2-01-88 283.00 283.00

208837

PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208837

24-12 552

PAY

TO

REHABILIATION ASSINCE P.O. BOX 501 WILSONVILLE, OR 97070 FEBRUARY 01,1988 208837

\*\*\*\*\*\*\*283**.**00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

66205

2-01-88

NET AMOUNT 1986 2-01-88 519.00 519.00

208838

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208838

1230

PAY TO

RICE SAFETY EQUIPMENT P.O. BOX 80467 SEATTLE, VA 98108

FEBRUARY 01,1988

208838

388

AMOUNT \*\*\*\*\*\*\*519**.**00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER 66305 2-01-88

1986 2-01-88 42.00 42.00

208839

PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208839

24·12 1230 552

PAY TO W. H. RILEY COMPANY 910 S.W. 18TH PORTLAND, OREGON 97205 PEBRUARY 01,1988

CHECK NO. 208839

\*\*\*\*\*\*\*\*42.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG 2 PORTLAND, OREGON 97217

66960

2-01-88

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT 1985 2-01-88 584.00 584.00

208841

PLEASE DETACH BEFORE DEPOSITING



#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208841

<u>24-12</u> 552

PAY TO

MINIMAL PROPERTY.

RODDA PAINT COMPANY 6932 S.W. MACADAM PORTLAND, OR 97219 PEBRUARY 01,1988

208841

\*\*\*\*\*\*\*584.00\*

Billi H Jant Britter

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

GROSS AMOUNT DISCOUNT INVOICE NO. INVOICE DATE 2-01-88 308.00 308.00

208842

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208842

24-12 1230 552

PAY TO

ROSE HEATING CO. 9945 NE 6TH DR. PORTLAND, OREGON FEBRUARY 01,1988

208842

AMOUNT \*\*\*\*\*\*\*308.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217

300.00 300.00 1986 2-01-88

208845

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2

208845

24-12 552 1230

PORTLAND, OREGON 97217

PAY TO

SAW REPAIR & SUPPLY CO. 1713 S. E. 7TH AVE. PORTLAND, OR 97214

FEBRUARY 01,1988 208845

\*\*\*\*\*\*\*300.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

 $\frac{1}{11}$ (b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N, CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

1986 2-01-88 382.00

382.00

208847

PLEASE DETACH BEFORE DEPOSITING

## NORTHWEST MARINE IRON WORKS

TO

**WINDSHIP** 

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208847

PAY

SCHULTZ CLEARWATER P.O. BOX 1404 TUALATIN, ORE. 97062 FEBRUARY 01,1988

208847

\*\*\*\*\*382.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Alc 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

69575

DATE 2-01-88

1986 144.00 2-01-88 144.00

208849

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

P.O. BOX 3109 PORTLAND, OR 97208 MAILING

LOCATION: PORTLAND SHIP REPAIR YARD

208849

24-12 1230 552

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

PAY то

SEAPORT CONTROLS 1935 N. ARGYLE PORTLAND, OR 97217

DATE FEBRUARY 01,1988 208849

\*\*\*\*\*\*144.00\*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

70040

2-01-88

1986 2-01-88

251.00

251.00

208850

PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208850

24-12 1230 55

PAY TO SENTER TOOL SERVICE, INC. 5413 N. E. COLUMBIA BLVD. PORTLAND, OR 97218

FEBRUARY 01,1988

208850

\*\*\*\*\*\*251.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

A/c 209

19:

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD.

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER 70455

2-01-88

INVOICE NO INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT

1986 2-01-88 142.00 142.00

208851

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

I: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208851

24-12 55 1230

PAY TO SHEFFIELD MARINE PROP. 10002 N. VANCOUVER WAY PORTLAND, OR 97217 FEBRUARY 01,1988

208851

\*\*\*\*\*\*142.00\*

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FIRST INTERSTATE BANK OF OREGON, N.A.
`NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

A/C 209

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MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

GROSS AMOUNT DISCOUNT INVOICE DATE 2-01-88 233.00 233.00

208852

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2

208852

SHUMAN EQUIPMENT COMPANY 4800 S. E. 26TH AVE. PORTLAND, OR

**FEBRUARY** 

AMOUNT \*\*\*\*\*\*233.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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3	INVOICE NO.	NVOICE DATE	ROSS AMOUNT DISCOL	NET AMOUNT
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208853

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

LOCATION: PORTLAND SHIP REPAIR YARD

PORTLAND, OREGON 97217

208853

SMITH BROS. OFFICE OUTFIT 135 N. W. PARK AVE. P. O. BOX #2719 PORTLAND, OR 97208

208853

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION:

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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PLEASE DETACH BEFORE DEPOSITING



NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVÉ., BLDG. 2 PORTLAND, OREGON 97217

208854

PAY

SNAP-ON TOOLS CORP. 5921 N. MARINE DRIVE PORTLAND, OR 97203

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

Alc 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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3	INVOICE NO. INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
	1986 2-01-88	81.00		81.00
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208855

PLEASE DETACH BEFORE DEPOSITING



LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208855

PAY TO

SOUTHWEST INDUSTRIAL SUPPL 3452 N.W. YEON AVE PORTLAND, OREGON 97210

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

71678

2-01-88

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT

1986 2-01-88 35.00 35.00

208856

PLEASE DETACH BEFORE DEPOSITING



NORTHWEST MARINE IRON WORKS
MAILING P.O. BOX 3109
ADDRESS: PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2

208856

24-12 1230 552

PAY TO SOUTHWEST INSTRUMENT COMPA 235 WEST 7TH STREET SAN PEDRO, CALIF 90731 FEBRUARY 01-1988

CHECK NO. 208856

\*\*\*\*\*\*\*35.00\*

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)



5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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INVOICE NO.	INVOICE DATE GROSS A	MOUNT DISCOUNT NET AMOUNT	
	86 2-01-88	51.00 51.0	Allo
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39	A Company of the Comp		
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	Manager of the state		

208857

PLEASE DETACH BEFORE DEPOSITING

## NORTHWEST MARINE IRON WORKS

5555 N. CHANNEL AVE. BLDG. 2

208857

24-12 1230 552

SPEED'S TOWING 120 SE CLAY PORTLAND, OR 97214

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

A/C 2019

:{}:

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

72961

2-01-88

178.00

TACH BEFORE

208859

PLEASE DETACH BEFORE DEPOSITING

## NORTHWEST MARINE IRON WORKS

P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208859

PAY

STAR MACHINERY CO. P.O. BOX 10034 PORTLAND, OR 97210

208859

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

AC 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

S S VENDOR NUMBER

2-01

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72980

Albert Stage of S

1986 2-01-88

358.00

358.00

208860

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208860

24-12 55

PAY TO STAR OIL CO. 232 NE MIDDLEFIELD RD. PORTLAND, OR 97211 FEBRUARY 01,1988

208860

\*\*\*\*\*\*358.00\*

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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

\_(b) (6

Alc 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

73320

2-01-88

139.00

208861

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208861

BRIAN A. STEENSON P.C. SUITE 1040 COLUMBIA SQ. PORTLAND, OR 97201

PAY

FEBRUARY

208861

\*\*\*\*\*\*139.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

A/c 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: P

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER

2-01-88

 INVOICE NO.
 INVOICE DATE
 GROSS AMOUNT.
 DISCOUNT.
 NET AMOUNT.

 \$1985
 2-01-88
 379.00
 379.00

208862

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208862

24-12 1230 552

PAY TO STEINER CORPORATION 5225 S.E. 26TH AVE. PORTLAND, OR 97202 FEBRUARY 01,1988

208862

\*\*\*\*\*\*\*379.00\*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH - PORTLAND, OREGON

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A/c 209

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE. BLDG. 2 PORTLAND, OREGON 97217 VENDUR NUMBER

2-01-88

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ò	INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT	
٠.	1986	2-01-88	128.00	71	128.00	
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PLEASE DETACH BEFORE DEPOSITING



# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208863

24-12 55 1230 55

PAY TO STREIMER SHEET METAL WRKS P O BOX 12125 PORTLAND OR 97212 FEBRUARY 01.1988

208863

\*\*\*\*\*\*\*128.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6

Alc 209

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLOG. 2 PORTLAND, OREGON 97217

270.00

208864

PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208864

STUD WELDING SUPPLY 2000 E COLUMBIA WY BLDG 9 VANCOUVER WA 98661

FEBRUARY 01,1988

208864

\*\*\*\*\*270.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

A/C 209

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER

2-01-88

 INVOICE NO.
 INVOICE DATE
 GROSS AMOUNT
 DISCOUNT
 NET AMOUNT

 1985
 2-01-88
 432.00
 432.00

1986 2-01-88 432.00 432.00

208865

PLEASE DETACH BEFORE DEPOSITING



#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 CATION: PORTLAND SHIP REPAIR YARD.

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208865

24-12 1230 55

PAY TO

雅 歌声龙

HOWARD SUNDE 11346 SW LANCASTER RD PORTLAND, OREGON 97219 FEBRUARY 01, 1988

208855

AMOUNT \*\*\*\*\*\*432.00\*

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

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A/C 209

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

462.00 2-01-88 452.00

208866

PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208866

TO

SUPPLYWAYS INC. P.O. BOX 4100-75 PORTLAND, OR 97208

**\*\*\*462.00\*** 

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER

2-01-88

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	INVOICE NO.	GROSS AMOUNT. DISCOUNT	NET AMOUNT
3	1986 2-01-88	136.00	135.00
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PLEASE DETACH BEFORE DEPOSITING



#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 OCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE. BLDG. 2 PORTLAND, OREGON 97217 208867

24-12 552

PAY

SWEETLAND COMPANY 1212 N. E. 63RD AVE. PORTLAND, OR 97213 FEBRUARY 01.1988

208857

\*\*\*\*\*\*\*135.00\*

Mille Frank

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(p) (g)

A/c 209

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER

DATE 2-01-88

 INVOICE NO.
 INVOICE DATE
 GROSS AMOUNT
 DISCOUNT
 NET AMOUNT

 1986
 2-01-88
 59:00
 59:00

208868

PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE. BLDG. 2 PORTLAND, OREGON 97217 208868

24-12 55 1230

PAY ·

T.J.'S DROP BOX SERVICE 11346 S.W. LANCASTER RD. PORTLAND, OR 97219 FEBRUARY 01, 1988

208858

\*\*\*\*\*\*\*\*59.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(p) (e

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

74904

2-01-88

 E NO.
 INVOICE DATE
 GROSS AMOUNT
 DISCOUNT
 NET AMOUNT

 1986
 2-01-88
 358.00
 358.00

208869

PLEASE DETACH BEFORE DEPOSITING



#### NORTHWEST MARINE IRON WORKS

MÁILÍNG P.O. BOX 3109 ; ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG 2 PORTLAND, OREGON 97217 208869

24-12 552 1230

PAY TO TEK ELECTRIC 5940 S.W. HOOD AVE. PORTLAND, OR 97201 FEBRUARY 01, 1988

208859

\*\*\*\*\*\*\*358.00\*

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

A/C 209

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG 2 PORTLAND, OREGON 97217

VENDOR NUMBER
74912

2-01-88

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT

1985 2-01-88 291.00

208870

PLEASE DETACH BEFORE DEPOSITING

## NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2. PORTLAND, OREGON 97217. 208870

24-12 55 1230 55

PAY

TECH-MATION, INC. 4409 N. W. 229TH ST. RIDGEFIELD, WA 98642 FEBRUARY 01.198

208870

\*\*\*\*\*\*291.00\*

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FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

2-01-88

1986 600.00 600.00 2-01-88

208871

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OF

PORTLAND SHIP REPAIR YARD

. 5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208871

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TEK-ELECTRICCONTROL INC. 5940 S. W. HOOD AVE. PORTLAND, OREGON 97201

208871

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

A/c 209



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

PORTLAND, OREGON 97217

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`.	INVOICE NO. INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
	1986 2-01-86	147.00		147.00
	2-01-00	147.0		
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PLEASE DETACH BEFORE DEPOSITING



5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208872

1230

TELEDYNE POST P.O. BOX 93477 CHICAGO, IL 60673

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING ADDRESS:

P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

75110

2-01-88

 INVOICE NO.
 INVOICE DATE
 GROSS AMOUNT
 DISCOUNT
 NET AMOUNT

 1985
 2-01-88
 253.00
 253.00

208873

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 OCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE. BLDG. 2 PORTLAND, OREGON 97217 208873

24-12 55 1230 55

PAY

TERRY'S DIESEL REPAIR 3180 N.W. 26TH AVE. PORTLAND, OR 97208 FEBRUARY 01, 1988

208873

\*\*\*\*\*\*253.00\*

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

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A/C 209

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

2-01-88

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	INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT	
	1986	2-01-88	223.00		223.00	
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208874

PLEASE DETACH BEFORE DEPOSITING.

NORTHWEST MARINE IRON WORKS MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

> 5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217.

208874

TO

THOMSON MACHINERY CO 2236 N.W. 21ST AVE PORTLAND, OR 97209

208874

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

78280

2-01-88

	INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
	1986	2-01-88	59.00		59.00
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		1	Service Commence		
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	1				
3					
3					

208875

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE. BLDG. 2. PORTLAND, OREGON 97217 208875

24-12 55 1230

PAY TO TOWER EQUIPMENT CO. INC P.O. BOX 5845 BELLEVUE, WA 98006 FEBRUARY 01.1988

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FIRST INTERSTATE BANK OF OREGON, N.A.

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A/C 209

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER

2-01-88

INVOICE NO.	INVOICE DATE	GROSS AMOUNT DISCO	DUNT NET AMOUNT	
	565 2-01-88	i se oo	<b>E8 00</b>	
1	300 2-01-00	<b>68.</b> 00	68.00	
	kangol katata			

208876

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208876

24-12 1230 552

PAY

TRANS/AUDIT 1410 S.W. MORRISON #501 PORTLAND.OR 97205 FEBRUARY 01, 1988

208876

\*\*\*\*\*\*\*\*68.00\*

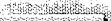
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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

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A/C 209

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION:

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

30.00 2-01-88

208877

PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING ADDRESS:

P.O. BOX 3109 PORTLAND, OR 97208

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208877

24-12 552 1230

PAY

TO

TRANSPORTATION FACTORING P.O. BOX 3262 PORTLAND, OR 97208

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Alc 209

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MAILING

P.O. BOX 3109 PORTI AND OR 97208 LOCATION:

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2. PORTLAND, OREGON 97217

VENDOR NUMBER

78865

2-01-88

208878

PLEASE DETACH BEFORE DEPOSITING



# NORTHWEST MARINE IRON WORKS

MAILING P.

P.O. BOX 3109

LOCATION PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2. PORTLAND, OREGON 97217 208878

24-12 55

PAY:

TRANS WORLD AIRLINES INC. P.O. BOX 38 DEPT 225 KANSAS CITY, MO 64183 FEBRUARY 01, 1988

208878

\*\*\*\*\*\*\*\*\*4.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

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Alc 209

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG 2 PORTLAND, OREGON 97217

2-01-88

208879

PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

5555 N. CHANNEL AVE. BLDG: 2 PORTLAND: OREGON 97217

208879

PAY

1035 S.E. THIRD AVE. PORTLAND, OR 97214

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

ADDRESS:

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208880

PLEASE DETACH BEFORE DEPOSITING



#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217.

208880

PAY то

ALVIN O. UHLE M.D. 3417 N.E. 7TH AVE. PORTLAND, OR 97212

208880

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

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Alc 209

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MAILING P

P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER 79890

2-01-88

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT
1985 2-01-88 195.00 195.00

208881

PLEASE DETACH BEFORE DEPOSITING



NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208881

24-12 1230 55

PAY TO UNION AVENUE GLASS CO. 6105 N. E. UNION AVE. PORTLAND, OR 97211 FEBRUARY 01,1988

208881

\*\*\*\*\*\*195.00\*

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND; OR 97208

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

234.00

234.00

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208882

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208882

PAY TO

UNITED AIRLINES FREIGHT P.O. BOX 99181 MARINA DEL REY, CA 90299

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

A/C 209

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MAILING P.O. BOX 3109
ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER
80287

2-01-88

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT

1986 2-01-88 249.00 249.00

208884

PLEASE DETACH BEFORE DEPOSITING



# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208884

24-12 1230 55

PAY TO U.S. BEARINGS & DRIVES, IN 633 S.E. CLAY PORTLAND, OREGON 97214 DATE FEBRUARY 01,1988 CHECK NO. 208884

\*\*\*\*\*\*249.00\*

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FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 OCATION PORTLAND SHIP REPAIR VARI

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER 80479

2-01-88

INVOICE NO. INVOICE DAT	TE GROSS AMOUNT DIS	COUNT . NET AMOUNT
1986 2-01-	441.00	441.00

208885

PLEASE DETACH BEFORE DEPOSITING



NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208885

· 24·12 55

PAY TO UNITED STATES TESTING CO. 5555 TELEGRAPH RD. LOS ANGELES, CALIF 90040 FEBRUARY 01,1988

208885

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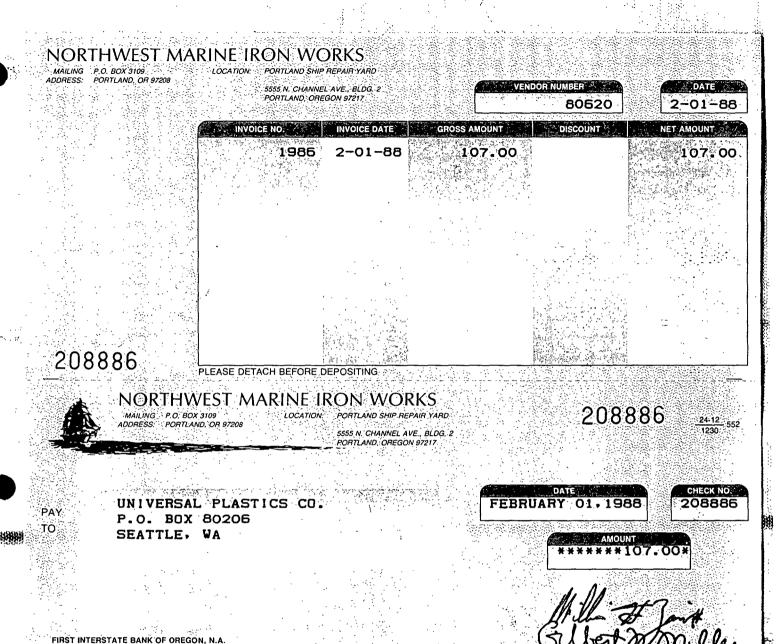
FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6

A/C 209

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. († ) . († )



A/C 209

NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

2-01-88

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT 1986 2-01-88 293.00 293.00

208887

PLEASE DETACH BEFORE DEPOSITING



MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208 ADDRESS:

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208887

PAY TO

VICTOR PYRATE LMTD C/O W.B. ARNOLD CO. INC. 376 IGNACIO BLVD. NOVATO, CALIF 94947

FEBRUARY 01,1988

208887

\*\*\*\*\*\*293.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

AK 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER. 81475

2-01-88

1985 2-01-88 80.00 80.00

208888

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

AD

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208888

24-12 1230 552

PAY TO

MINISTERNA PROPERTY AND ADDRESS OF THE PARTY A

VIKING FREIGHT SYSTEMS P.O. BOX 420-A SANTA CLARA, CA 95052 FEBRUARY 01, 1988

CHECK NO. 208888

Alli Frit

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

A/c 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

81798

2-01-88

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT 434.00 434.00 1986 2-01-88

208890

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208890

24-12 552 1230

PAY TO

HUNGSHING

WALKER & MOORE PUMP CO. 6024 SW JEAN RD BLDG E LAKE OSWEGO OR 97034

FEBRUARY 01,1988

208890

AMOUNT \*\*\*\*\*434**.**00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION:

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

81990

INVOICE NO: INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT 1986 2-01-88 95.00 95.00

208892

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 PORTLAND, OR 97208 ADDRESS:

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208892

<u>24-12</u> 552

PAY TO

WANG LABORATORIES INC.. FILE NO. 31574 P.O. BOX 5000

SAN FRANCISCO, CA 94150-1

DATE FEBRUARY 01,1988

208892

AMOUNT \*\*\*\*\*\*\*95.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG 2 PORTLAND, OREGON 97217

VENDOR NUMBER

82455

2-01-88

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT 283.00 283.00 1986 2-01-88

208893

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208893

24-12 552

PAY TO

HANDSHIELD .

WATERCRAFT AMERICA 1151 INDUSTRIAL PKWY NEW IBERIA, LA 70560-3907 FEBRUARY 01,1988

208893

\*\*\*\*\*\*\*283.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

82470

DATE 2-01-88

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT 1986 2-01-88 300.00 300.00

208894

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208894

24-12 552 1230

PAY TO

WATERFRONT SUPPLY CORP P.O. BOX 10167 PORTLAND, OR 97210

FEBRUARY 01,1988

CHECK NO. 208894

\*\*\*\*\*\*300.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER 83520

2-01-88

DISCOUNT NET AMOUNT

INVOICE NO. GROSS AMOUNT 1986 2-01-88

321.00

321.00

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208896

24-12 552 1230

PAY

TO

and sections.

WESTERN FLUID POWER CORP. 4309 N.W. ST. HELENS RD. PORTLAND, OR 97210

DATE. FEBRUARY 01,1988

208896

AMOUNT \*\*\*\*\*\*321.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

83817

2-01-88

208897

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208897

24-12 1230 552

PAY TO VESTERN STATES TRUCKLINE P.O. BOX 17407 3841 N. COLUMBIA BLVD. PORTLAND, OR 97217 FEBRUARY 01,1988

208897

\*\*\*\*\*\*451.00\*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Alc 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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80.00 1986 2-01-88 80.00 1986A 418.00 418.00 2-01-88

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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WESTERN UNION P 0 BOX 105252 ATLANTA GA 30348 FEBRUARY 01,1988 208898

\*\*\*\*\*\*498.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

84165

INVOICE NO. INVOICE DATE GROSS AMOUNT 125.00 125.00 1986 2-01-88

208899

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

ADDRESS:

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208899

24-12 552

PAY TO

H. J. WICKERT CO. 1555 D.BURKE AVE. SAN FRANCISCO. CA

94124

AMOUNT

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

A/c 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217

84331

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT 1986 2-01-88 15.00 15.00

208900

PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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PAY TO

HINGS HOW

WILLAMETTE UPHOLSTERY 1011 N. KILLINGSWORTH PORTLAND, OR 97217

FEBRUARY 01,1988

208900

AMOUNT \*\*\*\*\*\*\*\*15.00\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING PO BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217



2-01-88

INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT NET AMOUNT

1986 2-01-88 50.00

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PLEASE DETACH BEFORE DEPOSITING



NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 208901

<del>24-12</del> 552

PAY TO W. C. WINKS HARDWARE COMPA 903 N. W. DAVIS ST. PORTLAND, OR 97209 FEBRUARY 01.1988

208901

\*\*\*\*\*\*\*\*50.00\*

GWELDO

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE , BLDG. 2 PORTLAND, OREGON 97217

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2-01-88

GROSS AMOUNT DISCOUNT INVOICE NO. NET AMOUNT 130.00 1986 130.00 2-01-88

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

208903

24-12 1230 552

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

PAY TO

X-RAY PRODUCTS CORP. 5476 S.E. INTERNATIONAL WY PORTLAND, OR 97222

FEBRUARY 01,1988

208903

413

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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2-01-88

NET AMOUNT INVOICE NO. INVOICE DATE GROSS AMOUNT DISCOUNT 1986 2-01-88 498.00 498.00

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

208905

24-12 1230 552

PAY

TO

YELLOW FORWARDING CO. DEPT. #13457 LOS ANGELES, CA 90088 FEBRUARY 01,1988 208905

AMOUNT \*\*\*\*498.00**\*** 

**HANDSHIPM** 

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON



MAILING P.O BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION:

PORTLAND SHIP REPAIR YARD

5555 N CHANNEL AVE.. BLDG. 2 PORTLAND, OREGON 97217

PLAN PYMT

2/1/88

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

214929

24-12 1230 552

PAY

TO

Marine Carpenters H&W P.O. Box 44425 San Francisco, CA 94144 February 1,1988

\*\*\*\*\*\$1,221.00\*\*\*

FIRST INTERSTATE BANK OF OREGON, N.A.
NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER 47885

2/1/88

PLAN PYMT

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NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

OCATION: PORTLAND SHIP REPAIR YAR

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 214930

<del>24-12</del> 552

PAY TO Marine Carpenters Pension P.O. Box 44425 San Francisco, CA 94144 February 1,1988

CHECK NO.

AMOUNT \*\*\*\*\$4,111.00\*\*\*\*\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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PLAN PYMT

2/1/88

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

214931

24-12 1230 552

PAY TO

Plumbers & Pipefitters National 4701 Lydell Rd. Cheverly, MD 20781

DATE February 1,1988

AMOUNT \*\*\*\***\$**529.00\*\*\*\*

FIRST INTERSTATE BANK OF OREGON, N.A. STATE OF SECTION OF SECTION

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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2/1/88

\$291.00

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PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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24-12 552

PAY TO

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Dubois Chem. Co. Dubois Tower Cincinnatti, OH

45202-3178

\*\*\*\$291.00\*\*\*\*\*

NW 29th & YEON BRANCH PORTLAND, OREGON

FIRST INTERSTATE BANK OF DREGON, N.A.

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217

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2/1/88

\$386,00

. NET AMOUNT

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217

214941

PAY

R. S. Hughes Co. P.O. Box 11068 Portland, OR

February 1, 1988

CHECK NO.

TO

\$8881118A811113

97211-0068

· AMOUNT \*\*\*\$386.00\*\*\*\*\*

FIRST INTERSTATE BANK OF OREGON NA OREGON NA CONTROL OF CONTROL OF

(b) (6)

A/c 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

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5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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2/1/88

\$300.00

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PLEASE DETACH BEFORE DEPOSITING



MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

214942

24-12 552 1230

PAY TO

Ross Island Sand & Gravel P.O. Box 02219 Portland, OR 97202-0219 February 1, 1988

\*\*\*\$300.00\*\*\*\*

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NW 29th & YEON BRANCH `PORTLAND, OREGON

(b) (6)

4/c 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

INVOICE NO INVOICE DATE

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER 83195

1986

2/1/88

\$84.00

214943

PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

214943

<del>24-12</del> 552

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**WESCO** 

Portland, OR 97208 DATE February 1, 1988

18831198811

3265 N.W. Yeon Avenue

AMOUNT \*\*\*\$84.00\*\*\*\*\*

FIRST INTERSTATE BANK OF OREGON NASSED COSTS & MARIE COSTS NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER 19370

1986

2/1/88

\$21.00

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

214944

<del>24-12</del> 552

PAY

TO

Coronado Shores Co. 1330 Orange Avenue #190 Coronado, CA 92118-2977 DATE February 1, 1988

CHECK NO.

AMOUNT \*\*\$21.00\*\*\*\*\*

FIRST INTERSTATE BANK OF OREGON, N. A. STATE OF THE STATE BANK OF OREGON NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION:

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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INVOICE NO. . . . INVOICE DATE . . . . GROSS AMOUNT.

\$30.00

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PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217

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24-12 1230 552

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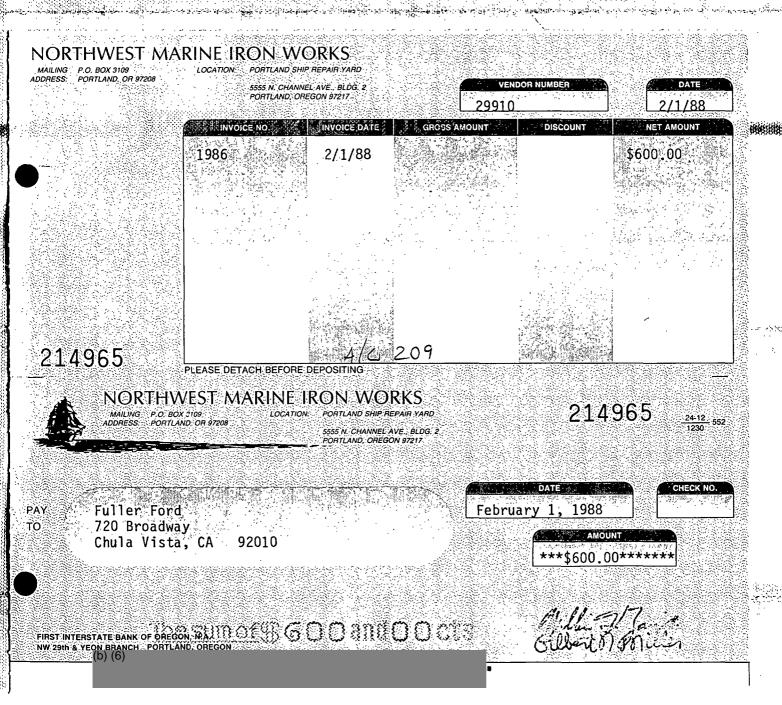
Peninsula Truck! Lines, Inc. 6314 7th Ave South Seattle, WA 98108-3439

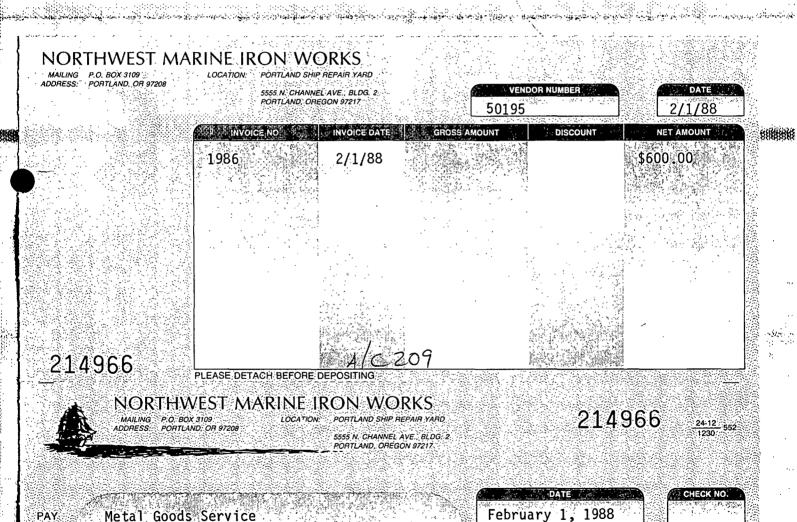
February 1, 1988

AMOUNT \*\*\*\*\$30.00\*\*\*\*\*

FIRST INTERSTATE BANK OF OREGON NASSES OF STATE NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)





P.O. Box 12187

Portland, OR 97212

FIRST INTERSTATE BANK OF OREGON TO A CONTROL OF THE CONTROL OF THE

TO

\*\*\$600.00\*\*\*\*\*

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD 5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 estates si \$600.00 1986 2/1/88 209 214967 PLEASE DETACH BEFORE DEPOSITING NORTHWEST MARINE IRON WORKS 214967 LOCATION: PORTLAND SHIP REPAIR YARD 5555 N. CHANNEL AVE BLDG. 2 PORTLAND, OREGON 97217 February 1, 1988 Pacific Piping Products PAY 2130 N.W. York ΤÒ Portland, OR 97210 \*\*\*\*\$600.00\*\*\*\* All of it FIRST INTERSTATE BANK OF OREGON, NATURE OF THE CONTROL OF THE CONT

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND: OREGON 97217

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	1986	2/1/88			\$600.00
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PLEASE DETACH BEFORE DEPOSITING



#### NORTHWEST MARINE IRON WORKS

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE. BLDG. 2 PORTLAND, OREGON 97217

214968

PAY TO

Palm Abrasive Tool 905 SE 14th

97214 Portland, OR

February 1, 1988

\*\*\*\$600.00\*\***\*** 

FIRST INTERSTATE BANK OF DRESONNAME OF COMMAND CONTROL OF CONTROL O NW 29th & YEON BRANCH PORTLAND, OREGON

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NORTHWEST MARINE IRON WORKS MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 5555 N. CHANNEL AVE., BLDG. 2 PORTLAND: OREGON 97217 1986. \$600.00 2/1/88 A/C 209 214969 PLEASE DETACH BEFORE DEPOSITING NORTHWEST MARINE IRON WORKS 214969 PORTLAND SHIP REPAIR YARD 5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217. Posts Inc. PAY February 1, 2245 St Claude Ave New Orleans, LA 70117 ΤO \*\*\*\*\$600.00<del>\*</del>\*\*\*\* MUST COLL FIRST INTERSTATE BANK OF OREGON NATIONAL GOOD STUDIES.

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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PLEASE DETACH BEFORE DEPOSITING



#### NORTHWEST MARINE IRON WORKS

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 ORTLAND, OREGON 97217

214970

PAY TO

Quimby Welding Supplies 1603 NW 14th Ave Portland, OR 97209

February 1, 1988

\*\*\*\*\$600.00\*\*\*\*\*

FIRST INTERSTATE BANK DE OBEGON LA CASS GOOD THE CONTROL OF CONTRO

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5555 N. CHANNEL AVE., BLDG. 2 PORTLAND: OREGON 97217 WHEELER WAR \$600.00 2/1/88 4/0,209 214971 PLEASE DETACH BEFORE DEPOSITING NORTHWEST MARINE IRON WORKS 214971 PORTLAND SHIP REPAIR YARD 5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 Raychem Corp February 1, 1988 PAY File 11344 TO Los Angeles, CA 90074 \*\*\*\*\$600:00\*\*\*\*\*

FIRST INTERSTATE BANK OF OREGON, N.W. NW 291h & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

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	INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE. BLDG: 2

214972

PAY TO

Joseph T. Ryerson P.O. Box 3525 Seattle, WA 98124 February 1, 1988

\*\*\*\$600.00\*\*\*\*\*

FIRST-INTERSTATE BANK OF OFFICEN ALL OF GOOD CONTROL OF GOOD C

MUSTA !

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OF 97208 5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 \$600.00 1986 2/1/88 214973 PLEASE DETACH BEFORE DEPOSITING NORTHWEST MARINE IRON WORKS 214973 PORTLAND SHIP REPAIR YARD 5555 N. CHANNEL AVE. BLDG. 2 PORTLAND, OREGON 97217 Singer Kearfott, C/O Ralston Cunningham Assoc February 1, 1988 PAY ŤΟ P.O. Box 3507 98009 Bellevue, WA \*\*\*\*\$600.00\*\*\*\*\*

FIRST INTERSTATE BANK OF PRESON ATTOCK GOOSTIVO CON STATE OF CONTRACT PORTLAND, OREGON

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION:

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER

2/1/88

$\langle \cdot \rangle$	INVOICE NO. INVOICE DATE	GROSS AMOUNT DISCOUNT NET AMOUNT
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PLEASE DETACH BEFORE DEPOSITING



#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE.: BLDG. 2. PORTLAND, OREGON 97217 214974

24-12 1230 55

PAY TO

Western Industrial Ceramics 10725 S.W. Tualatin Tualatin, OR 97062 February 1, 1988

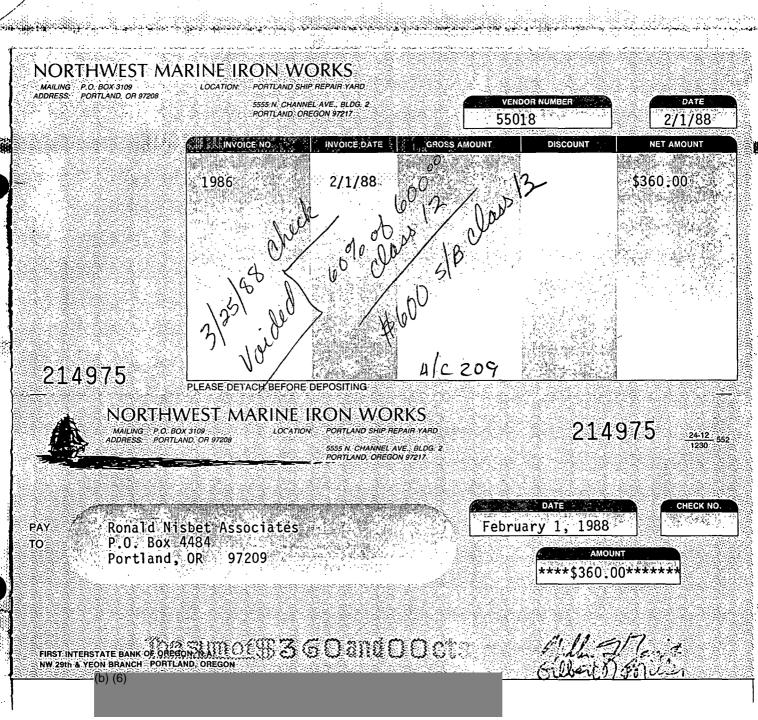
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NW 29th & YEON BRANCH PORTLAND, OREGON

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

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PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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24-12 1230 552

PAY TO

American Business Machines

2720 S.W. Corbett Portland, Or 97201 February 1,1988

\*\*\*\*\$600.00\*\*\*\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

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MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION:

PORTLAND SHIP REPAIR YARD

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PLEASE DETACH BEFORE DEPOSITING

# NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 PORTLAND, OR 97208 ADDRESS:

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

214987



PAY

TO

Cascade Commercial Co. 3641 2nd Ave., South Seattle, WA 98134

February 1,1988



\*\*\*\*\*\$600.00\*\*\*\*

NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS. PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE. RLDG 2 PORTLAND, OREGON 97217

VENDOR NUMBER 16750

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PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDHESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

214988

PAY

TO

Clements & Assoc. 13135 Ventura Blvd. Studio City, CA 91604-2219 DATE February 1,1988



\*\*\*\*\*\$600.00\*\*\*\*

NW 29th & YEON BRANCH PORTLAND, OREGON

FIRST INTERSTATE BANK OF OREGON, N.A.

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 VENDOR NUMBER

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PLEASE DETACH BEFORE DEPOSITING



#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208 LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 214989

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Comsaco Marine Corp.
Bldg. 132, Suffolk County Airport
Westhampton Beach, N.Y. 11978

February 1,1988

\*\*\*\*\*\$600.00\*\*\*\*

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(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

INVOICE NO INVOICE DATE

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

21270

GROSS AMOUNT DISCOUNT

1986

2/1/88

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NET AMOUNT

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

214990

24-12\* 1230 552

PAY TO

Chas H. Day Co. 602 S.E. 11Th Portland, Or 97214 DATE February 1,1988

CHECK NO.

144

\*\*\*\*\*\$600.00\*\*\*\*

FIRST INTERSTATE BANK OF OREGON, N.A. NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

214991

24-12 552 1230

PAY TO

Arther Forsyth Co. 2800 15Th Ave., West Seattle, WA 98119

February 1,1988

\*\*\*\*\$600.00\*\*\*\*

FIRST INTERSTATE BANK OF OREGON, NAME OF THE CONTROL OF THE CONTRO NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

A/c 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER 30568

1986

2/1/88

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PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS



MAILING P.O. BOX 3109 PORTLAND, OR 97208 ADDRESS:

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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24-12 552 1230

PAY

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Gebhardt Machine Works 3035 S.E. 17Th #D Portland, Or 97202

February 1

AMOUNT \*\*\*\*\*\$600.00**\***\*\*\*

FIRST INTERSTATE BANK OF OREGON; N.A.:

NW 29th & YEON BRANCH PORT ... NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

1986

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NET AMOUNT

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PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

214993

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PAY

TO

LaGrand Industrial Supply P.O. Box 1959 Portland, Or 97207-1959

February 1,1988

CHECK NO.

\*\*\***\***\$600.00\*\*\*\*

FIRST INTERSTATE BANK OF OREGON, N.A. OREGON N.W. 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

A/c 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER
45911

2/1/88

1986

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217 214994

24-12 552

PAY

TO

Lincoln Electric Co. 22801 St. Clair Ave. Cleveland, Ohio 44117 February 1,1988

E CHECK NO.

\*\*\*\*\$600.00\*\*\*\*

FIRST INTERSTATE BANK OF OREGON, NA 11 OC S 6 O O 838 O O CO

NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

Cubring file.

A/c 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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1986

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PLEASE DETACH BEFORE DEPOSITING

NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

214995

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PAY то

The Charles Lowe Co. 1400 Park Avenue Emeryville, CA 94608

February 1 .1988

\*\*\*\*\$500.00\*\*\*\*

FIRST INTERSTATE BANK OF OREGON NASCON SECTION 600 CONTROL CON

NW 29th & YEON BRANCH PORTLAND, OREGON

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION:

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217

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INVOICE NO.

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PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

214996

24-12 1230 552

PAY

TO

Marmon/Keystone P.O. Box 1109 Aubrun, WA 98071 February 1,1988

\*\*\*\*\$600.00\*\*\*\*

FIRST INTERSTATE BANK OF OREGON, MARINE CONTROL OF CONT

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

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PLEASE DETACH BEFORE DEPOSITING

### **NORTHWEST MARINE IRON WORKS**

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MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

214997

24-12 552

PAY

HHHHHHH

TO

Pacific States Galvanizing Inc. 720 N.W. 15Th Portland, Or 97209

February 1,1988



\*\*\*\*\*\$600<u>-00</u>\*\*\*\*

NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217

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PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 DDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

214998

24-12 1230 552

PAY TO

Portland Screw Co. 6520 N. Basin Ave. Portland, Or 97217 February 1,1988

\*\*\*\*\$600.00\*\*\*

FIRST INTERSTATE BANK OF OREGON, N.A. TOUR GOOD STEEL GOODS NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

A/c 209

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217

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PLEASE DETACH BEFORE DEPOSITING

#### NORTHWEST MARINE IRON WORKS

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217

214999

24-12 552 1230

PAY TO

Skil Corporation 623 S.E. 12Th Portland, Or 97214

DATE February 1,1988

AMOUNT

\*\*\*\*\$600.00\*\*\*\***\*** 

FIRST INTERSTATE BANK OF OREGON, N.A. TO THE GOOD STEEL OF CONTROL NW 29th & YEON BRANCH PORTLAND, OREGON

(b) (6)

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

VENDOR NUMBER 82510

1986

2/1/88

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PLEASE DETACH BEFORE DEPOSITING

### NORTHWEST MARINE IRON WORKS

P.O. BOX 3109 PORTLAND, OR 97208 MAILING

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

215000

PAY TO

Watlow Electric Mfg., Co. 1432 N.W. 91st Seattle, WA 98177

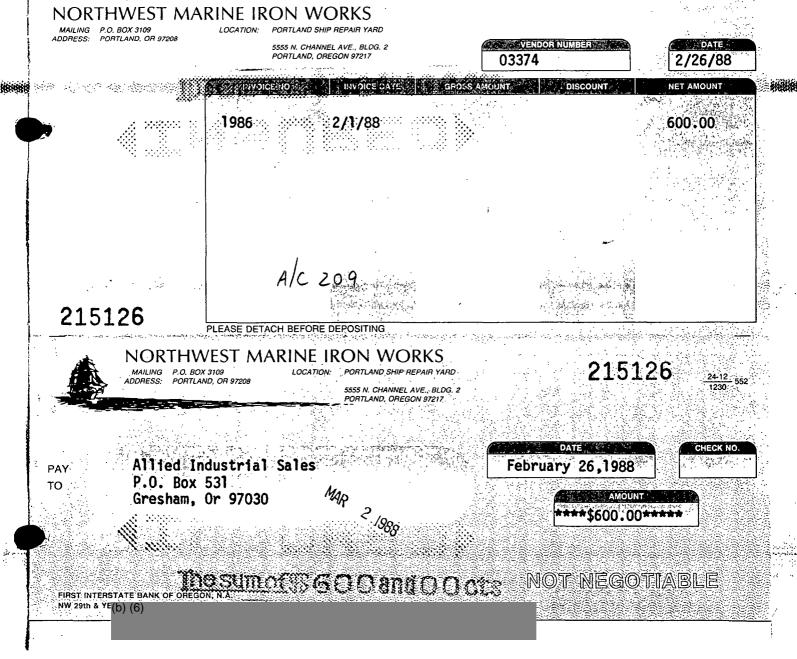
February 1,1988



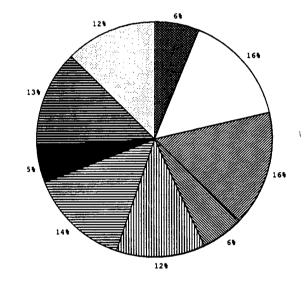
AMOUNT \*\*\*\*\$600.00\*\*\*\*

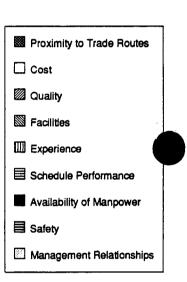
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NW 29th & YEON BRANCH PORTLAND, OREGON



# **Very Important Shipyard Attributes**





Internal Market Survey

Corresponds to OMT Report, Page (

MAILING

G P.O. BOX 3109

ADDRESS: PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

PHONE:

(503) 285-7557

TWX:

910-464-6107 NORMARINE PTL

December 12, 1988

Serial No. 3355.49

Military Sealift Command, Pacific Naval Supply Center Building 310-5, Code P-10-1 Oakland, CA 94625-5010

Attention:

Mr. A. Lawrence

Contracting Officer

Subject:

USNS KAWISHIWI

Contract No. N62383-88-R-0001 Reguest for Equitable Adjustment

Reference:

(a) NMIW Letter Serial No. 3355.36 Dated 6 October 1988

Gentlemen:

By reference (a), NMIW submitted a Request for Equitable Adjustment on the subject contract. Reference (a) addressed the issue of acceleration and premium time caused by late contract award and lack of an adequate planning period. By reference (a), NMIW discussed the impact caused to its production effort as a result of having to both plan the project, and begin production at the same time. NMIW presented a calculation of this impact based on a determination of the loss of efficiency caused during the initial weeks of the project. The loss of efficiency, or rather, lost earnings through these initial weeks was calculated by comparing the actual hours expended versus the hours earned. This calculation established the lost earnings that NMIW believes the Government is responsible.

In response, MSCPAC has commented that the analysis assumes that for each hour expended during the beginning of a project, an hour is earned. MSCPAC has commented that it does not believe this assumption is realistic. However, and to the contrary, NMIW has reviewed recent MSCPAC projects to confirm the analysis presented in reference (a).

NMIW has reviewed its recent MSCPAC projects to review the man hours expended and man hours earned for each project. NMIW, through reference (a), presented an analyses which indicated that man hours expended versus man hours earned should show a close correlation during the initial portion of a project. NMIW, in discussing this issue with MSCPAC, has stated that during unimpacted projects, NMIW earns at least one hour for each one hour expended during the initial phases of a project. As the project nears completion, and work items

Mr. A. Lawrence, Contracting Officer Serial No. 3355.49 December 12, 1988 Page two

require final touch-up and completion, the earnings ratio drops while man hours are expended to complete the work items. When NMIW does not earn at least one hour for each hour expended during the initial phases of a project, the overall impact is a significant over run in attempting to make up progress and complete the project. In sum, loss of earnings at the beginning of a project results in an over budget condition at the end of a project.

Attached, please find several graphs which compare actual man hours expended versus hours earned on several MSCPAC projects. Projects such as the POINT LOMA, MERCY and MYER were chosen as a comparison because their planning periods exceeded one week and they were able to start without significant problems. Each of these projects supports the analyses of reference (a) wherein NMIW was able to earn at least one hour for each hour expended during the majority of the project until the final phases of completion and close out of work items.

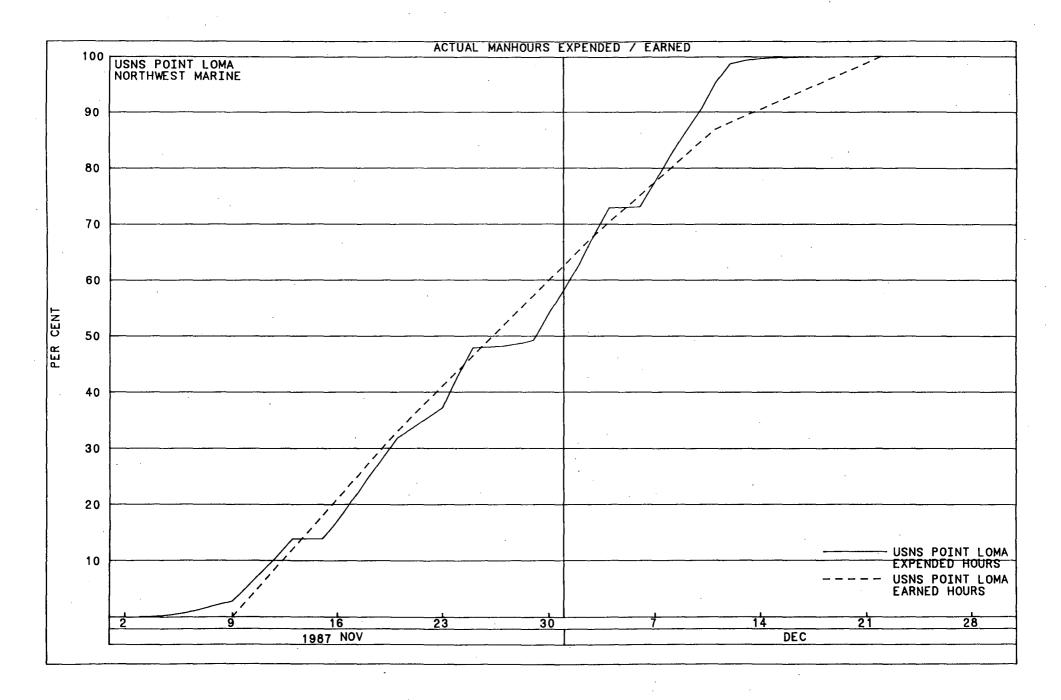
Comparing these charts to the KAWISHIWI project, a distinct difference can be noted. The KAWISHIWI project from its inception shows earnings which fall well below the man hours expended during this same period. The inability to earn these hours caused NMIW to expend significant man hours over budget to complete the project. The lost earnings analyses in reference (a) provides the basis of this amount. NMIW believes that reference (a) accurately reflects the amount of lost earnings as a result of having to accelerate its production effort into the time normally utilized for planning and preparing for a project. The attached charts support this position. NMIW believes that it should be compensated for the lost earnings as presented in reference (a).

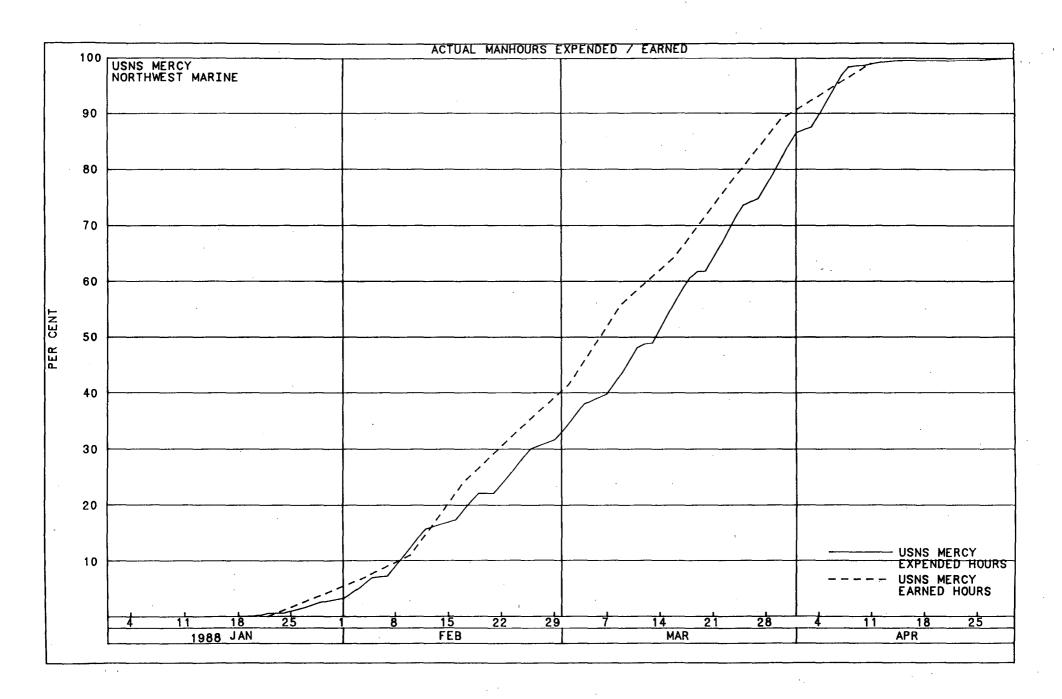
If you have any questions regarding the above, do not hesitate to contact the undersigned.

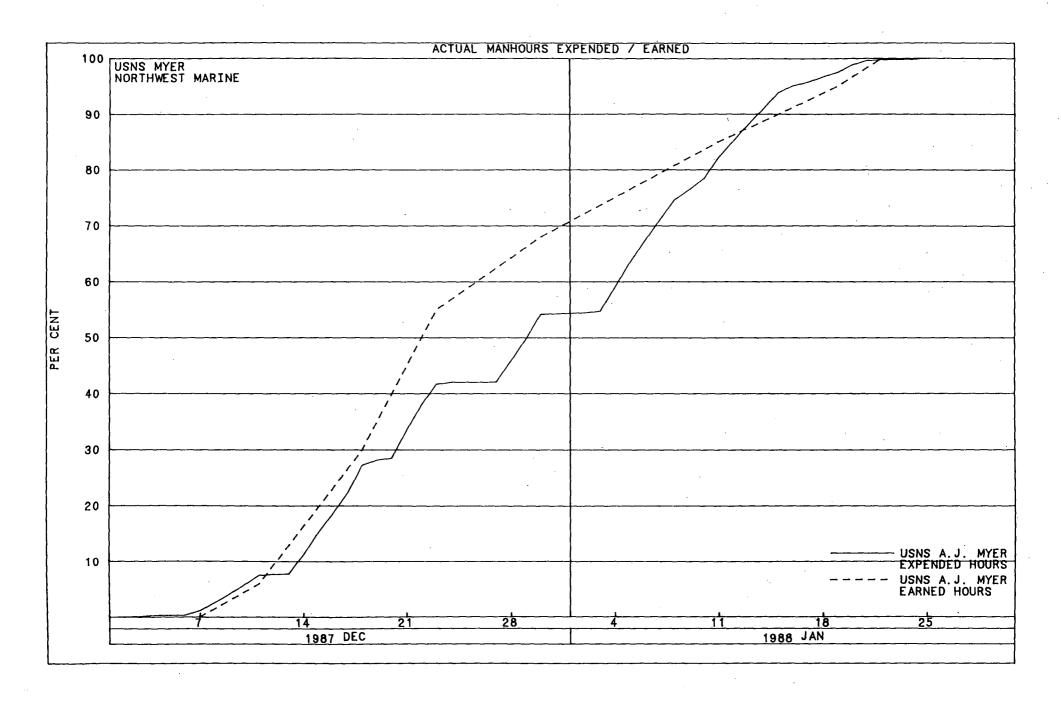
Very truly yours,

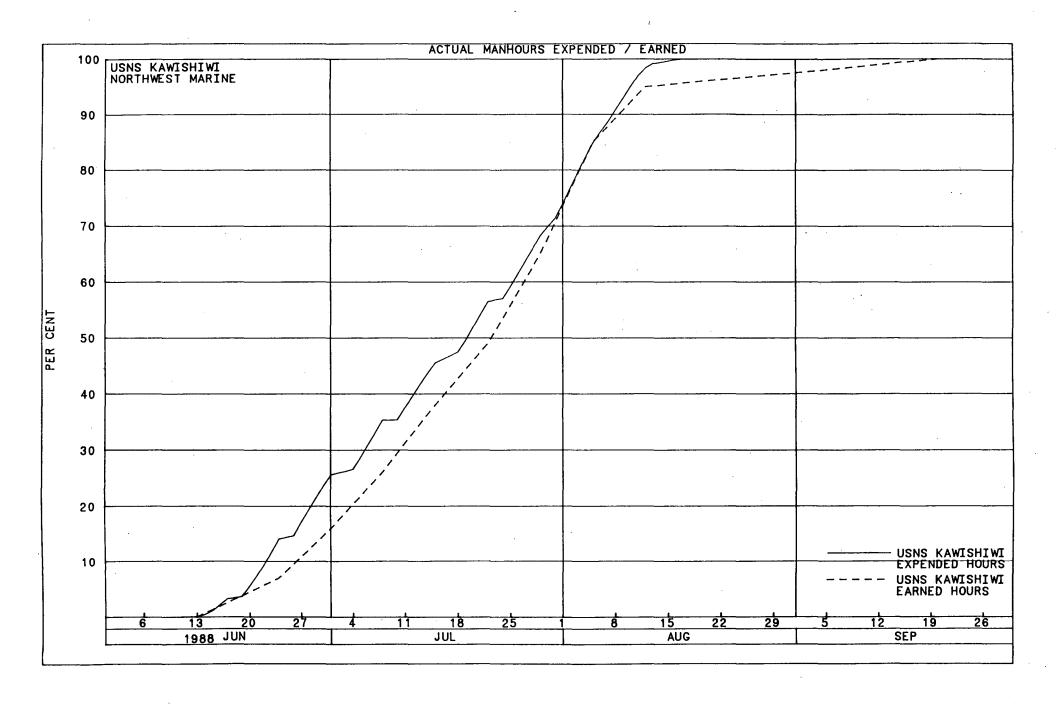
John T. Jozwick// ) Director of Contract:

Enclosures: Charts











MAILING P.O. BOX 3109 ADDRESS:

PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

PHONE: (503) 285-7557

910-464-6107 NORMARINE PTL

December 14, 1988

Serial #3333.359

Supervisor of Shipbuilding Conversion and Repair Seattle, Washington

Attention: Lt. Mary Logsdon

Project Officer

Subject:

USS OKINAWA (LPH-3)

Contract No. N00024-85-H-8197

Job Order 7MO3 AGR Manhours

Reference: (a)

Contract Clause H-25

Reference (a) requires that the Contractor be prepared to accept and perform up to 77,792 manhours of growth (AGR) work to the contract.

As reported in the weekly status report dated 13 December 1988, 66,085 manhours of AGR work have been negotiated and accepted to date. Additionally, NMIW has submitted a claim for work already accomplished as growth to the Freeboard Preservation work item (631-21-002) in the amount of 17,691 manhours. Currently, we have estimated but not yet negotiated 2,727 manhours in various price proposals amounting to approximately 200 manhours. All of this is growth work and could be properly charged to the AGR account. In summary:

AGR initial account	77,792
Negotiated thru 12/13/88	66,085
Freeboard Claim	17,691
Estimated, not negotiated thru 12/13/88	2,727
Currently being estimated	200

Balance -8,911

Since the AGR account is now over committed, the following actions are indicated:

Α. Cancel negotiations on all items priced at the AGR rate except for the Freeboard claim, reprice these items at the forward pricing rate and continue with negotiations.

Lt. Mary Logsdon, Project Officer Serial No. 3333.359 December 14, 1988 Page two

- Price all future price proposals at the forward pricing rate. В.
- Since less than 12,000 AGR manhours are available for application С. to the Freeboard claim, reprice the remaining hours at the forward pricing rate during negotiations.

Based on the above, Northwest Marine Iron Works cannot negotiate any further growth work at the AGR rate. Price proposals will be submitted for all future work based on the forward pricing rate.

Greg Lind

Project Manager

B. Zavin
D. Nugent cc:

J. J. Coleman

L. Smith

T. Ronningen

F. Maxwell

J. Jozwick

G. Newell

MAILING

P.O. BOX 3109

ADDRESS: PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

PHONE: (503) 285-7557

. (505) -

910-464-6107 NORMARINE PTL

December 1, 1988

Captain J. Schultz, USN Commander Military Sealift Command, Pacific Building 310-5 Naval Supply Center Cakland, CA 94625-5010

#### Dear Commodore:

I must express my concern that the finalization of MERCY and KAWISHIWI contracts appear to be no further along than when I raised the issue with you in early September.

The attached status memorandum from our Contracts Director, John Jozwick, indicates little understanding of the sense of urgency needed by MSCPAC in resolving these issues.

I would greatly appreciate your support in bringing these outstanding issues to a rapid close.

Sincerely

William H. Zavin II

President

WHZ/ba

Enclosure



COMMANDER
MILITARY SEALIFT COMMAND
PACIFIC

9 December 1988



dear Bill \_

I agree with the concern you raised in your letter of December 1, 1988 and have reviewed the actions being taken by my command to settle the MERCY and KAWISHIWI contracts.

My staff recognizes and shares the sense of urgency your company has in resolving the issues. As you are aware, some of the issues are complex. Those issues will continue to require time to perform the necessary analyses prior to the final establishment of a firm Government position in response to your requests for adjustment.

You can be assured that it is MSCPAC's intention to bring these outstanding issues to a close as rapidly as possible. I will continue to push in that direction.

Sincerely,

J.S. Schultz, Captain USN

Mr. William H. Zavin II
President
Northwest Marine Iron Works
P. O. Box 3109
Portland, Or. 97208





MAILING

P.O. BOX 3109

ADDRESS:

PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

(503) 285-7557

PHONE:

910-464-6107 NORMARINE PTL

December 1, 1988

Captain J. Schultz, USN Commander Military Sealift Command, Pacific Building 310-5 Naval Supply Center Cakland, CA 94625-5010

#### Dear Commodore:

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The attached status memorandum from our Contracts Director, John Jozwick, indicates little understanding of the sense of urgency needed by MSCPAC in resolving these issues.

I would greatly appreciate your support in bringing these outstanding issues to a rapid close.

Sincerely

William H. Zavin II

President

WHZ/ba

**Enclosure** 

MAILING ADDRESS:

P.O. BOX 3109 PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2

PORTLAND, OREGON 97217

PHONE: (503) 285-7557

910-464-6107 NORMARINE PTL

December 8, 1988

Supervisor of Shipbuilding Conversion and Repair, USN Seattle, WA 98115

Attention: LCDR. C. Tucker, (SC) USN

Contracting Officer

Subject:

USS DULUTH

Contract Number N00024-85-C-8506:

Request for Equitable Adjustment Negotiations

References: (a)

SupShip Letter Serial 4113-4360 dated 5 October 1988

NMIW Letter dated 11 October 1988 (b)

SupShip Letter Serial 4113-4370 dated 17 October 1988 (c)

NMIW Letter dated 4 November 1988 (d)

(e) SupShip Letter Serial 400-4938 dated 17 November 1988

#### Gentlemen:

By reference (a), the on-site Contracting Officer confirmed that negotiations of the subject Request for Equitable Adjustment (REA) had commenced on 9 September 1988. The on-site Contracting Officer also stated that the Navy had responded to all elements of the REA.

Reference (b) confirmed that negotiation of the DULUTH REA had commenced. However, NMIW disagreed with the on-site Contracting Officer that the Navy had responded to all elements of the REA.

By reference (c), the on-site Contracting Officer once again stated that the Navy had presented its position for each element of the REA.

In reference (d), NMIW discussed the DULUTH negotiations, and a visit by Captain Harshbarger. Reference (d) provided NMIW's prospective on the DULUTH negotiations and the rationale for its comments contained in the point paper that was attached to the letter. In reference (d), NMIW referred to reference (c) stating that the Government had not responded to the detailed rationale provided for each area of the REA that NMIW believed it was entitled to compensation. Reference (d) continued to state, "while NMIW has provided a justification for each element of its REA, the Supervisor has yet to explain the difference of position in its assessment of entitlement or quantum." As a result, NMIW enclosed a prepared checklist to be utilized by NMIW's negotiator in order to better define areas of entitlement and quantum.

On November 28, 1988, the on-site Contracting Officer and NMIW continued the negotiation of the subject REA. NMIW's negotiator utilized the checklist to ascertain the Government's position on each issue contained within the REA. The following comments summarize the Government's position on each issue and NMIW's response.

LCDR. Tucker USS DULUTH December 8, 1988 Page two

RESPONSES TO DULUTH NEGOTIATIONS

## MANDAY RESERVATION

During the negotiations of November 28, 1988, the on-site Contracting Officer stated that the Government was denying <u>entitlement</u> on this issue because NMIW management agreed to allow SupShip to transfer reserve mandays between the "D and F" and "K" ShipAlts for supplemental and emergent work. As a result of the entitlement denial, no quantum was allowed for this issue.

In response, NMIW provides the following comments.

While the on-site Contracting Officer's position was that NMIW agreed to allow the transfer of reserve mandays between the four categories, he failed to address the issue raised in the REA concerning the manday reservation. Specifically, while NMIW allowed the transfer of reserve mandays between the ShipAlt packages, this was done so after the Government had interpreted and defined the meaning of these packages and the definition and interpretation of supplemental and emergent work categories. Only after the Government had defined and stated to NMIW these respective contract interpretations, did NMIW agree to the transfer. Thus, the on-site Contracting Officer's position on entitlement does not address the issue raised in the REA - an erroneous contract interpretation by the Government.

Pages 3, 4, and 5 of the REA Statement of Facts discuss the supplemental/emergent work clause contained in the DULUTH contract. As stated on pages 5 thru 14, the Government defined the meaning of this contract clause. Pages 12 thru 14 specifically identified the sequence of events that led to the Government's redefinition of the contract provision.

In essence, the Contracting Officer, SupShip Seattle, and NAVSEA had redefined the definition of supplemental work and emergent work from that contained in the contract provision to one of "new work" and "emergent work", respectively. NMIW protested the definitions imposed by the Government as the REA discusses. It wasn't until after the Government's interpretation and redefinition of the clause that there was a discussion concerning the transfer of hours between the ShipAlt packages. However, as addressed in the Request for Equitable Adjustment, the <u>redefinition and interpretation</u> by the Contracting Officer, SupShip and the Government was an erroneous interpretation of the contract provision and was not addressed during the November 28, 1988 negotiations.

In the Justification for Payment section of the REA, NMIW has presented in pages 2 thru 9 its justification that the redefinition, but more importantly, the erroneous interpretation of the contract provision does not bar NMIW from recovering the costs associated with this issue.

LCDR. Tucker USS DULUTH December 8, 1988 Page three

The on-site Contracting Officer has failed to address the issue raised by the REA or to provide a response to the justification for entitlement that NMIW has provided in the REA. As a result, NMIW believes it is entitled to be compensated for these costs.

## IMPACT COSTS RESULTING FROM ADDITIONAL HULL WORK AND DRYDOCK EXTENSION

During the November 28, 1988 negotiations, the on-site Contracting Officer stated that his position was to deny <u>entitlement</u> as "all impact costs should have been included in the max-mod". Additionally, the on-site Contracting Officer stated that it was the Government's opinion that the extension actually aided rather than hindered NMIW's performance on the contract and thus any issue of delay, disruption, inefficiency or displacement if linked to the additional underwater hull work was denied in entitlement.

Once again, the on-site Contracting Officer has denied entitlement without addressing the specific points raised in the REA. While the on-site Contracting Officer stated that all impact costs should have been included in the max-mod, the REA described in detail, with supporting documentation, the fact that it was the Government who refused to allow NMIW to include these costs in the negotiation of changes. As stated on page 30 of the REA Statement of Facts, the project records recorded that:

Prices are to be negotiated on the basis of work scope only. D & D will be entertained only if they can be qualified to Sup/Ship i.e., assumption of possible D & D will not be accepted. [Emphasis added.]

#### Additionally:

Both Dan [Enz] and Joe [Brown] [SupShip Seattle] stated they only want to negotiate on the "work scope only". Ancillary delays/disruptions unless absolutely quantified will not be subject of any nego as far as they are concerned. Dan went further saying this is true of any item we feel we've been cheated on or any change orders. I said that every change has an effect upon the specified work. Dan said again that only work scope shall be addressed in negotiations. [Emphasis added.]

Thus, the on-site Contracting Officer's statement that all impact costs should have been included in the max-mod fails to address the issue raised by the REA. The issue is the Government's refusal to include these costs in the negotiation of change orders. Further, not only did the Government refuse to include these costs in the negotiation of change orders, they were also well aware that the price of each change was for the direct scope of work only. Pages 20 thru 50 of the Statement of Facts, detailed the chronology and events that occurred during the negotiation of the additional underwater hull work and drydock extension.

LCDR. Tucker USS DULUTH December 8, 1988 Page four

In addition to the events that occurred regarding this issue, NMIW has provided a detailed justification as to why NMIW is not barred from recovering these costs. Pages 9 thru 47 of the REA Justification for Payment provides an in-depth analysis of why NMIW is entitled to recover those costs that the Government refused to include in the negotiation of change orders. Thus, while the Government's denial of entitlement was based on whether impact costs should have been included in the max-mod, the on-site Contracting Officer has not addressed the issue raised in the REA nor has he provided any justification for the Government's position in response to NMIW's analysis and justification of this issue. NMIW believes that it is entitled to recover these costs.

## SHIP'S FORCE IMPACTS AND DEFECTIVE SPECIFICATIONS

During the November 28, 1988 negotiations regarding these two issues, the Contracting Officer has recognized entitlement and proposed an offer on each issue. The on-site Contracting Officer, however, was not specific about where the basis of his offer was found or how it was determined. Thus, NMIW is evaluating the offer made by the on-site Contracting Officer in attempting to determine the basis of this offer.

## USCGC STORIS

The Government's position on this issue was to deny <u>entitlement</u> in total. NMIW's understanding of this denial is based on the on-site Contracting Officer's statements that in the Government's opinion, the STORIS delay to dry-docking were: NMIW made; that if there was Government responsibility, it is a concurrent delay; and that early severe cold weather impacted the DULUTH's undocking which, in turn, delayed STORIS docking which is an act of God and not compensable as Government liability.

In response, NMIW is evaluating the Contracting Officer's statements and will respond when our review is completed.

## EMERGENCY STERN GATE RIGGING

The Government's position on this issue was to deny <u>entitlement</u> in total. The Government's position was that the additional effort asserted in the REA was covered by the basic specification item or the standard item interferences provision. The on-site Contracting Officer also stated that all issues regarding the emergency stern gate were settled during the project but could not identify who from NMIW settled the issues, nor did he provide any documentation to support this position.

LCDR. Tucker USS DULUTH December 8, 1988 Page five

In response, NMIW is reviewing the Government's position that the additional work was covered by the specification and/or was settled during the project. However, NMIW believes that the REA presented facts that this issue was not covered by the specification or covered by any change order. NMIW will provide a response when this review is completed. Additionally, NMIW requests the on-site Contracting Officer to support his assertion that this issue was settled throughout the project. This would aid in the resolution of this issue.

## STRUCTURAL REPAIRS BELOW MAIN DECK

The Government's position was to offer 709 hours for this issue. NMIW is evaluating the Contracting Officer's offer at the present time and will respond accordingly.

## LIVING BARGE IX-502

The negotiations between NMIW and the on-site Contracting Officer revealed that, at this time, the Government does not recognize <u>entitlement</u> for this issue as "NMIW had an opportunity to shipcheck the IX-502 Barge during the bid period"; although he did not provide any support for this position. The on-site Contracting Officer, however, stated that if NMIW can refute this position, the issue would be open to further negotiations. In response, NMIW is reviewing the on-site Contracting Officer's statements and will provide support for NMIW's position.

## PROPULSION SHAFTING REA

The on-site Contracting Officer has denied <u>entitlement</u> on this issue stating that the Government issued a price proposal for this work which was negotiated and agreed to. In response, NMIW is reviewing the job documents to review whether this issue has been negotiated and agreed to between NMIW and the Government. NMIW will provide a response when this review is completed.

## LOSS OF USE OF MONEY

The on-site Contracting Officer has denied <u>entitlement</u> on this issue stating that the Government views this issue as an <u>unallowable</u> cost under the FAR as interest.

In response, FAR Para 31.205-20 discusses the allowability of interest and other financial costs. It states in part:

Interest on borrowings (however represented), . . . are unallowable . .
[Emphasis added.]

LCDR. Tucker USS DULUTH December 8, 1988 Page six

NMIW's request for the loss of use of money is not an interest on borrowings or any other category listed in FAR 31.205-20. As discussed on pages 59 and 60 of the REA Justification for Payment, this issue addresses the recovery of the loss of NMIW's equity or capital which resulted from financing the additional work outlined in the REA. As stated on page 59 of the Justification for Payment, the Armed Services Board of Contract Appeals has recognized a company's detrimental loss of use of its capital when forced to finance Government caused changes.

In order to provide a reasonable estimate of the loss of use of this money, NMIW utilized a computation based on investing this capital into a conservative 52 week Treasury Bill earnings account. NMIW has utilized the 52 week Treasury Bill rates instead of a more speculative capital stock or mutual fund growth rate. Thus, while the calculation is based upon an interest bearing account, the loss of use of money is not an unallowable cost pursuant to FAR 31.205-20. NMIW believes that it is entitled to these costs as outlined in its REA.

### PROPOSAL PREPARATION COSTS

The REA requested a total of \$251,649 for proposal preparation costs incurred prior to the submittal on March 10, 1987. During the negotiations, the on-site Contracting Officer stated that NMIW was not <u>entitled</u> to these costs as "DCAA and SupShip views these costs as unallowable" under the FAR.

In response, NMIW disagrees with the Government's position and provides the following comments.

FAR Para 31.205-33(d) states in part:

Costs of legal, accounting, and consulting services and directly associated costs incurred in . . . <u>the prosecution of claims or appeals</u> against the Government are unallowable. . [Emphasis added.]

Specifically, this FAR provision disallows those costs involved in the <u>prosecution</u> of <u>claims</u> or <u>appeals</u>. Since this matter has not proceeded to an appeal, and since the costs were incurred prior to its submittal to the Government, the reference to the word "appeal" is not applicable. Thus, the disallowance of these costs apparently is based on the definition of "the prosecution of claims". In order to determine the definition of this phrase, FAR 33.201 states in part:

"Claim," as used in this subpart, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or

LCDR. Tucker USS DULUTH December 8, 1988 Page seven

relating to the contract. . . [A] written demand or written assertion by the contractor seeking the payment of money exceeding \$50,000 is not a claim under the Contract Disputes Act of 1978 until certified as required by the Act and 33.207. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission date may be converted to a claim by written notice to the Contracting Officer as provided in 33.206(a), if it is disputed either as to liability or amount or is not acted upon in a reasonable time. [Emphasis added.]

In referring to FAR Para 33.206(a), it states:

Contractor claims shall be submitted in writing to the Contracting Officer for a decision. The Contracting Officer shall document the contract file with evidence of the date of receipt of any submission from the Contractor <u>deemed to be a claim by the Contracting Officer.</u> [Emphasis added.]

NMIW submitted its REA on March 10, 1987. Subsequently, a meeting was held between NMIW and SupShip Seattle on May 19, 1987 to discuss the submittal. At this meeting, the Contracting Officer was questioned as to when a decision would be received from the Government. In response, the Contracting Officer stated that he could not tell NMIW when decision would be made on the REA.

On May 21, 1987, NMIW forwarded a letter to the Contracting Officer requesting a response and position from the Government on the REA.

In response to NMIW's request, the Contracting Officer, by SupShip Seattle letter serial 130-2352, dated June 12, 1987, stated:

It is an implied <u>conversion</u> of your Request for Equitable Adjustment <u>into a claim as that term is defined at FAR 33.201 and constitutes the initiation of a claim</u> as per FAR 33.206. This interpretation appears consistent with the preliminary, oral assessment we presented to you on Request for Equitable Adjustment on 19 May 1987.

This means that the timing for issuance of a Contracting Officer's decision is governed by FAR 33.211(c)(2). [Emphasis added.]

Thus, while the on-site Contracting Officer has denied entitlement to the requested proposal preparation costs, his rational is not supported by the FAR and the correspondence regarding the Contracting Officer's determination of the REA to be in dispute as a claim as a result of NMIW's May 21, 1987 letter. NMIW is entitled to be compensated for these costs as they were incurred prior to this date.

LCDR. Tucker USS DULUTH December 8, 1988 Page eight

### CEILING ADJUSTMENT

The on-site Contracting Officer stated that the ceiling adjustment issue will be determined after final contract negotiations. NMIW does not object to this determination as it is consistent with the ceiling adjustment made to the CUSHING REA.

## **INTEREST**

The on-site Contracting Officer's position was that interest is allowable under certain circumstances and would be determined after final negotiations like the ceiling adjustment. In response, NMIW's position on this issue is that interest is allowable on the negotiated amount pursuant to the Contract Disputes Act from the date of claim until the claim is paid by the Government. The amount of interest will be determined on final negotiation and settlement of the REA.

### CONCLUSION

While NMIW is reviewing the Government's comments concerning the STORIS, Emergency Stern Gate Rigging, Living Barge, and Propulsion Shafting issues, NMIW believes the positions taken by the on-site Contracting Officer on the remaining issues failed to address the points raised by the REA in either the Statement of Facts or Justification of Payment sections. NMIW is once again displeased that the issues have not been addressed yet reference (e) states in part:

Considerable effort has been expended by the Government on the USS DULUTH REA to reach a position from which negotiations can commence. The <u>considerable variance</u> between our position <u>arises from poorly supported pricing</u> on the part of the Contractor.

However, the apparent variance in position is the denial of entitlement not the issue of pricing. Further, as stated above, the on-site Contracting Officer denied entitlement yet failed to address the issues of entitlement raised by the REA. NMIW believes that the issues raised by the REA should have been discussed. Although the Contracting Officer, by reference (e), stated that it was not the Government's duty to justify the Contractor's entitlement, NMIW believes that the Government has a duty to justify its own position.

As stated above, NMIW is reviewing several of the issues addressed in the REA as presented by the on-site Contracting Officer. NMIW requests that those remaining issues discussed above be addressed specifically to the facts and justification presented in the REA. Additionally, NMIW requests that the

LCDR. Tucker USS DULUTH December 8, 1988 Page nine

on-site Contracting Officer substantiate and/or justify his positions regarding denial of entitlement and assertions of fact. NMIW's negotiator will remain in contact with the on-site Contracting Officer to resume negotiations when NMIW has completed its review of the specified issues, and when it has received a response to the issues regarding Manday Reservation, Underwater Hull Work and Drydock Extension, Emergency Stern Gate, Loss of Use of Money, and Proposal Preparation Costs.

If you have any questions regarding the above, do not hesitate to contact the undersigned.

Very truly yours

John T. Jozwick

Director of Contracts

## **OUTSTANDING GOVERNMENT ISSUES**

#### U. S. NAVY

ORITATION		<del></del>	12,666,795 ——	— <b>→</b> \$ 15,490	
OKINAWA	( - )		2,212,657 <sup>(3)</sup>		
FOSTER	(7/88)		1,339,490	\$ 4,163	,050 <sup>(4)</sup>
STORIS	(9/86)		2,197,276 <sup>(2)</sup>		•
CUSHING	(7/86)		1,052,403 (1)		
DULUTH	(5/86)	\$	5,864,969		

### MILITARY SEALIFT COMMAND

		\$ 1,482,577
HIGGINS	(10/88)	 203,336
KAWISHIWI	(8/88)	1,175,241
MERCY	(4/88)	\$ 104,000

GRAND TOTAL(S)

**\$ 14,149,372 → \$ 16,972,932** 

#### NOTES:

- (1) Settled, modification not received.
- (2) Includes \$207,415 settlement, modification not received.
- (3) Includes \$118,972 settlement, modification not received.
- (4) Costs documented on Forms 1411.

## **OUTSTANDING GOVERNMENT ISSUES**

U	.S.	NA	VY
v		117	7 A T

	REA Value	Gov't Position	Δ	Billable
USS DULUTH (LPD-6) (Delivered 5/86)	\$ 5,864,969	\$ 172,358	\$ 5,692,611	\$ 
USS CUSHING (DD-985) (Delivered (7/86)	\$ 1,052,403	(Awaiting Contrac	t Modification)	\$ 1,052,403
USCG STORIS (WMEC-38) (Delivered 9/86)	\$ 1,944,861	(To Be Submitted	Week of 12/5)	\$ 
	207,415	(Awaiting Contrac	t Modification)	207,415
	 45,000	Price Proposals Ye	et To Be Negotiated	 
•	\$ 2,197,276			\$ 207,415

USS PAUL F (Delivered 7/8	. FOSTER (DD-964) 38)	N	Aax Mod Value		1411 Value
<b>a</b> )	VLS Kits	\$	489,390	\$	736,045
b)	Sonar Kit		628,394	•	576,857
c)	LAMPS Kit		370,351		872,928
d)	Contract Extension		1,939,846		4,092,577
e)	#2 Generator		203,672		176,806
		\$	3,631,653	\$	6,455,213
Unilateral Pric SupShip Seattl	e Determination le		2,292,163		2,292,163
		\$	1,339,490	\$	4,163,050

## **OUTSTANDING GOVERNMENT ISSUES**

## U.S. NAVY (Continued)

USS OKINAW (6/88 - 3/89)	VA (LPH-3)	1	REA Value		
a)	Defueling	\$	1,258,685	•	Submitted 09/19/88
b)	Asbestos		118,972	•	Settled 12/1/88 at asked for price
c)	Late Move-Off		300,000	•	Not yet submitted; EDS 12/23/88
d)	Freeboard		535,000	• .	To be submitted week of 12/5/88
		\$	2,212,657		

## **OUTSTANDING GOVERNMENT ISSUES**

## MILITARY SEALIFT COMMAND

		Value	Gov't Position	Δ	Billable
USNS MERCY (T-AH 19) (Delivered 4/88)	\$	74,000	(Withheld For Drawings)		
		30,000	(Withheld For Spare Parts)		
	\$	104,000			
USNS KAWISHIWI (T-AO 146) (Delivered 8/88)	\$	452,539	(REA/Late Contract Award)		
		185,061	(REA/Drydock Issues)		
		178,057	(REA/Testing Delays)		
		96,211	(REA/Propeller Shaft)		
		263,373	Retention Withheld		
	\$	1,175,241		·	
USNS HIGGINS (T-AO 190) (Delivered 10/88)	\$	99,061	Retention Withheld		
	<del></del>	104,275	Unbilled Progress		
	\$	203,336		·	
TOTAL	\$	1,482,577			



Madient Miller Miller

MAILING

P.O. BOX 3109

ADDRESS: PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

PHONE: (503) 285-7557

TWX: 910-464-6107 NORMARINE PTL

December 9, 1988

Supervisor of Shipbuilding Conversion and Repair, USN Seattle, WA 98115

Attention:

LCDR. C. Tucker (SC) USN

Contracting Officer

Subject:

USS DULUTH

Contract No. N00024-85-C-8506:

Request for Equitable Adjustment Negotiations

Reference:

(a)

NMIW Letter Dated December 8, 1988

Gentlemen:

By reference (a), NMIW discussed the November 28, 1988 negotiations of the subject Request for Equitable Adjustment (REA) on the DULUTH contract. Within reference (a), NMIW stated that it was reviewing several of the issues as presented by the on-site Contracting Officer. The following will provide an update to several of the issues that NMIW has been able to review at the present time. As provided in reference (a), NMIW will state the on-site Contracting Officer's position and NMIW's response now that it has had time to review the on-site Contracting Officer's statements.

### EMERGENCY STERN GATE RIGGING

As stated in reference (a), the Government's position on this issue was to deny entitlement. The on-site Contracting Officer's position was that the additional effort described by the REA was covered by the basic specification, a standard interference item, or settled during the project.

In reviewing the on-site Contracting Officer's position, NMIW disagrees with the Government's position. The REA identified eight specific issues wherein NMIW described why it believed each issue was beyond the scope of the base item, the interference item, or any change order associated with this item. Further, one of the issues described additional effort that was caused when ship's force personnel spray painted a compartment that NMIW had just stripped of paint which caused NMIW to restrip and reprepare the compartment for its anticipated welding work. This issue was not addressed by the on-site Contracting Officer. Additionally, another issue discussed the impact from the ship's force personnel's failure to provide fire watches. This issue was not addressed by the on-site Contracting Officer.

LCDR C. Tucker USS DULUTH December 9, 1988 Page two

NMIW has reviewed the on-site Contracting Officer's statement and has researched the specification, standard items, and change orders issued for this work item. NMIW still believes that the additional effort described in the REA was beyond the scope of the contract. NMIW has also researched the comments that these issues were settled during the project. NMIW finds no evidence to support this assertion. As a result, NMIW believes that it is still entitled to the hours presented in the REA for the eight issues discussed concerning the Emergency Stern Gate work item.

### STRUCTURAL REPAIRS BELOW MAIN DECK

As stated in reference (a), the on-site Contracting Officer offered 709 hours for this issue. In evaluating this offer, NMIW is uncertain as to how this value was calculated. The REA for the Structural Repairs provided a calculation for this effort as 1182 straight time hours and 132 overtime hours for this effort. The 709 hour offer by the on-site Contracting Officer does not distinguish between the straight time and overtime work or the reason for disallowing the remaining 605 hours. As a result, NMIW requests the on-site Contracting Officer to define the 709 (straight time or overtime) hours and the reasons for disallowing the additional 605 hours NMIW expended on this item.

### LIVING BARGE IX-502

As stated in reference (a), the on-site Contracting Officer did not recognize entitlement for this issue as "NMIW had an opportunity to shipcheck the IX-502 barge during the bid period". NMIW has reviewed the solicitation documents and finds no provision for shipchecking the subject barge.

NMIW questions this position by the on-site Contracting Officer when the REA describes the recognition by the Government that the condition of the barge was unanticipated, that NMIW was entitled to be compensated for additional work to prepare the barge for a crew move off, and that NMIW was compensated by several change orders to accomplish specific improvements and repairs to the barge. The REA describes these facts, and the additional effort that was required to prepare the barge that was not compensated for. NMIW continues to believe that it is entitled to be compensated for this additional work effort.

LCDR. C. Tucker USS DULUTH December 9, 1988 Page three

## PROPULSION SHAFTING REA

By reference (a), the on-site Contracting Officer denied entitlement on this issue stating that the issue was covered by change orders to the basic specification item. While NMIW believes that the effort it expended far exceeded the work effort that was anticipated or discussed during the negotiation of changes on this issue, NMIW may consider not pursuing this item during the negotiation process.

## CONCLUSION

By reference (a), NMIW stated that it would respond to several of the issues. The comments provided above discuss NMIW's position on the four individual REA's that were included in the overall submittal. NMIW is continuing to evaluate the USCGC STORIS issue, and the offers made by the on-site Contracting Officer on Ship's Force Impact and Defective Specifications. NMIW will continue to review these issues and provide a response when our review is completed.

If you have any questions regarding the above, do not hesitate to contact the undersigned.

Very truly yours

John T. Jozwiek
Director of Contracts

SUPSHIP SEATTLE 2300/4 (Rev. 02/88)

## DEX TRANSMISSION ORDER

TO:	ACTIVITY/COMPANY NNILW:	
	NAME/CODE	·wa
	DEK PHONE NO	¥:6
	VOICE PHONE NO	was:
	REMARKS	
From:	Supship Seattle	
name/c	11/1-	
if you	DO NOT RECEIVE PAGES, INCLUDING COVER	•
PLEASE REMARK	CALL COML (206) 526-3416/3518 of AV 941-3416/3518	٠
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SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN
SEATTLE, WASHINGTON 981,15-5003

LPH3 Ser 400-5288

DEC 1 5 1988

Northwest Marine Iron Works 5555 N. Channel Avenue, Bldg. 2 Portland, OR 97217

Gentlemen:

In Mr Zavin's recent discussion with Captain Harshbarger in Washington he indicated that NMIW would submit an REA for "late crew move off" USS OKINAWA (LPH-3). As this REA has not yet been received, I request that you inform SUPSMIP Spottle of the REA's expected date of submission.

Sincerely,

C. H. TUCKER Contracting Officer

NAVŠEA (SEA OZ)

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ETTTABS GIHZAUZ\*

MA 03:80 88



SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115-5003

LPD6 Ser 400-5289

DEC 1 5 1988

Northwest Marine Iron Works 5555 N. Channel Avenue, Bldg 2 Portland, OR 97217

Dear Mr. Zavin.

The current status and progress towards resolution of the USS DULUTH claim is unsatisfactory. The fact finding sessions held and letter writing campaign between Northwest Marine Iron Works and SUPSHIP Seattle have not resolved a single substantive issue to date.

In order to overcome this impasse I propose to meet with you at SUPSHIP Seattle's Project Office in Portland at 0900 on 20 December 1988 to negotiate the DULUTH claim. I will bring both Bob Morrison and Gene Hulsey to this meeting. Our purpose is not to "fact find", but discuss in a frank and purposeful manner settlement of the DULUTH claim. I have caused a complete review of the USS DULUTH claim to be accomplished in Seattle and am comfortable with our position on these issues.

We are coming prepared to negotiate and sincerely hope you will be ready to do the same. I look forward to meeting with you on the 20th.

C. H. TUCKER Contracting Officer

Copy to: NAVSEA (SEA 02)





BUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115-5009

LPH3 Ser 400-5288

DEC 1 5 1988

Northwest Marine Iron Works 5555 N. Channel Avenue, Bldg. 2 Portland, OR 97217

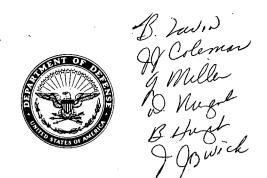
Gentlemen:

In Mr Zavin's recent discussion with Captain Harshbarger in Washington he indicated that NMIW would submit an REA for "late crew move off" USS OKINAWA (LPH-3). As this REA has not yet been received, I request that you inform SUPSHIP Seattle of the REA's expected date of submission.

Sincerely,

C. H. TUCKER Contracting Officer

Copy to: NAVSEA (SEA 02)



MILITARY SEALIFT COMMAND, PACIFIC OAKLAND, CALIFORNIA 94625-5010

IN REPLY REFER TO

P-10-1 12 Dec 1988

Northwest Marine Iron Works 5555 N. Channel Ave., Bldg. 2 Portland, OR 97217

Attn: Mr. John T. Jozwick

Director of Contracts

Subj: USNS MERCY (T-AH 19); JOB ORDER NO. N62383-88-C-0017;

DELIVERABLES (SPARE PARTS) UNDER THE CONTRACT

Ref: (a) MSCPAC (P-10-1) letter dtd 23 Sep 88

(b) NWMIW telecopier letter dtd 20 October 88

- 1. Reference (a) summarized our discussions of 19 September 1988 regarding spare parts where it was agreed between both parties that MSCPAC would select \$5,000 worth of spares from the \$30,000 assessment and upon receipt of the spaces would release the \$30,000 retention. Toward this objective reference (a) also requested that Northwest Marine Iron Works provide a detailed spare parts list, recommended by the manufacturer, for the following: Hypochlorite generators, lube oil purifiers, motor operatos, 10T A/C unit, freezers and blood reefers. It was intended that from these parts lists that MSCPAC would select \$5,000 work of parts.
- 2. Northwest Marine Iron Works responded to reference (a) via reference (b) which provided spare parts lists for three (lube oil purifiers, 10T A/C units and blood reefers) of the six items. The total value of these parts was \$4,848.69.
- 3. There had been ensuing telephone conversations since October 1988 pertaining to Northwest Marine Iron Works' unsuccessful attempts to obtain spare parts lists from the vendors of the other three items such that we have recently determined to take the parts lists in hand and develop a listing (by doubling our order for some parts) which approximates \$5,000 (\$4,999.20) as follows:
  - a) Alfa-Laval's spares for the MAPX-204 lube oil purifiers:

						·		TOT	TAL PRICE
2	-	Minor Kits	Part	#99198112	@	\$231.00	Each	\$	462.00
1	-	Intermediate Kit	Part	#99198113	<b>@</b>	\$231.00	Each	\$	256.00
1	-	Pump Kit	Part	#99198115	Ŷ	\$135.00	Each	\$	135.00
						TOTAL		\$	853.00

## b) AMSCO Refrigeration spares for the A/C units:

# <u>Carrier Model</u> 50BT 012-611 A/C Unit: (converted to salt-water service):

2 ea. 38HQ660-014 2 ea. HN-52KC-051 1 ea. HK-02ZB-028 1 ea. HK-02ZA-395 1 ea. HR-56WR-020 1 ea. HH-22HB-067 1 ea. HD-52DL-856 1 ea. EB-31DF-214	Contactor (IFC) Low Pressure Switch High Pressure Switch Rotary Switch Thermostat Fan Motor	\$ 46.38 37.04 11.12 9.86 16.41 12.72 234.32 249.40
Carrier Model 90MA	008-611 A/C Unit:	•
1 ea. 38HQ660-014 1 ea. HN-52KC-051 1 ea. HK-02ZB-028 1 ea. HK-02ZA-395 1 ea. HR-56WR-020 1 ea. HH-22HB-067 1 ea. HD-56DL-851 1 ea. EB-31DF-214	Contactor (IFC) Low Pressure Switch High Pressure Switch Rotor Switch Thermostat	\$ 23.19 18.52 11.12 9.86 16.41 12.72 232.58 249.40

## c) Forma Scientific spares for the blood reefers:

Part #	Description	Qty	Price
170024	Motor Capacitor	1	\$ 13.63
190109	Triac Speed Control	1	55.67
310036	Locking Pot 150K	1	11.09
760076	Prefilter	2	5.00 ea
760093	Hepa Filter	1	335.00
156038	Blower Motor	1	256.08
141031	Lamp	1	22.80
225250	Ballast	1	68.82
		TOTAL	\$ 773.09

## RECOMMENDED SPARE PARTS FOR 3881

TOTAL

\$1,191.05

Part #	Description	Qty	Price
			~ ~ ~ ~ ~ ~ ~ ~
225424	Flourescent Lamp	4	\$ 14.26 ea
156015	Evaporator Fan Motor	-1	44.60
217002	Temp Control	1	48.42
225329	Ballast	1	52.04
400044	B B Perf Monitor	1	372.55
990266	Condensing Unit	1	411.62

180003 900266	Chart Paper Condensing Unit	1 1	20.95 411.62
180003	Chart Paper	1	20.95
420402	Door Gasket	1	129.59
290039	Probe	1	104.63
		TOTAL	\$ 1,241.44

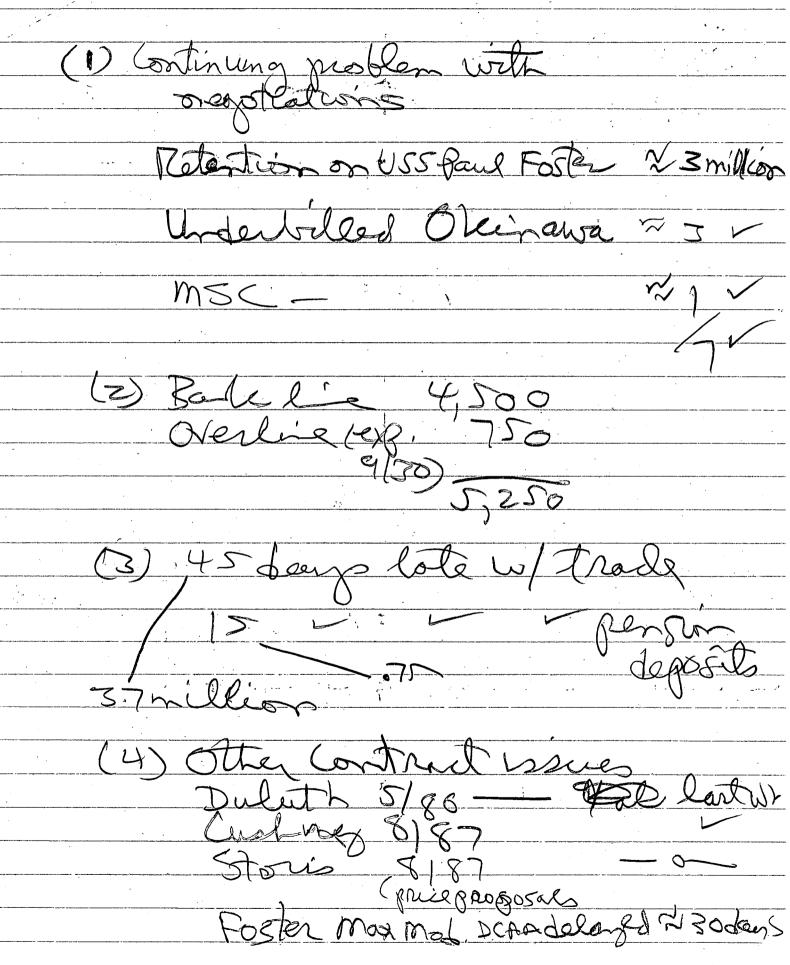
## RECOMMENDED SPARE PARTS FOR 3626

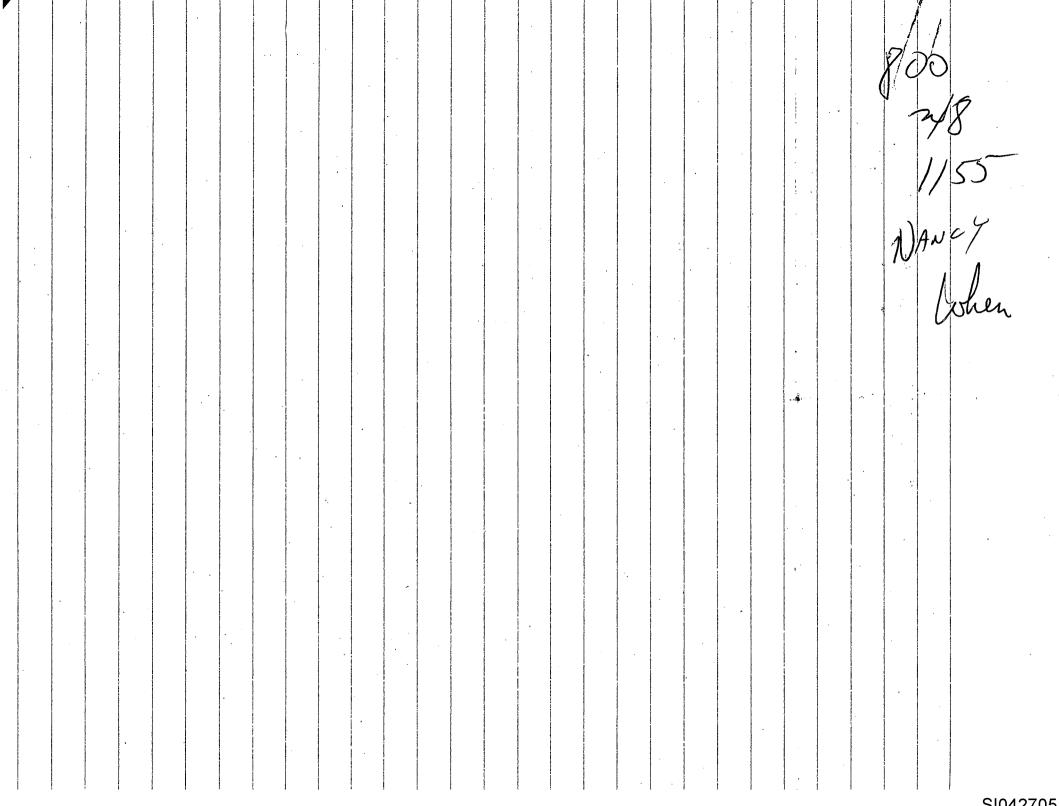
Part #	Description	Qty	Price
400016	Thermostat -4 to +4	. 1	\$ 31.00
990020	Compressor	1	279.51
170007	Start Capacitor	1 .	4.35
300092	Starting Relay	1 .	23.10
240103	Plat Probe	1	84.87
285145	AA Ni Cad Battery	6 .	10.21 ea
431149	Door Gasket	1	26.78
285253	Digital Monitor Pwr	Bd 1	111.04
156007	Fan Motor	2	34.45 ea
190031	Monitor Alarm Board	1	249.81
		TOTAL	\$ 940.62

4. Upon receipt by MSCPAC of the following spare parts we shall release the \$30,000 retention under subject Job Order.

Sincerely,

Albert T. Lawrence





295;

(Signature of person authorized to sign)

NSN 7540-01-159-8070

STANDARD FORM 30 (REV, 10-83) Prewrited by GSA

(Signature of Contracting Officer)

## $1.\ 23.\ 88$ 03:57 PM \*SUPSHIP SEATTLE

P03

## AMENDMENT/MODIFICATION CONTINUATION SHEET (SF30)

AMENDMENT/MODIFICATION NUMBER	Page 2 of 2
SOLICITATION/CONTRACT NUMBER NOO024-85-H-8197, Job Order EH29	
NAME OF SHIP USS PAUL F. FOSTER (DD-964)	

## BLOCK 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Continued)

- 2. The Job Order Completion date remains unchanged.
- 3. The above price has been determined by the Contracting Officer to be fair and reasonable for the work performed. The above price includes delay, disruption, and all forms of collateral cost however denoted. The amount of \$2,292,163 is full and complete compensation for the above indicated modifications to USS PAUL FOSTER (DD-964).
- 4. The modification is unilateral, however, the Contractor may accept its terms and conditions by appropriate signature in Block 15B.
- 5. Should the Contractor elect to seek additional compensation exceeding the value of this modification for the items noted herein, he shall do so under the provisions of the Disputes Clause of this Contract.

## BLOCK 12. ACCOUNTING AND APPROPRIATION DATA (Continued)

AB 1771804.702A 000 62799 2 000406 2D 87115P PP7RQ0014600 \$167,302.00

AF 1771804.82PU 000 TKS18 0 N68342 2D 0P2PU0 2PU04FFQRM64 \$2,124,861.00

Total \$2,292,163.00

P 0 1

SUPSHIP SEATTLE 2300/4 (Rev. 02/88)

11.23.88 03:57 PM \*SUPSHIP SEATTLE

## DEX TRANSMISSION ORDER

ro:	ACTIVITY/COMPANY Northwest Marine from works, Portist
	NAME/CODE Bill Zavin, Pres.
	DEX PHONE NO (503) 240 6600
	VOICE PHONE NO
	REMARKS
FROM:	SUPSHIP SEATTLE
	ODE Bob Morrison, Code 410
IF YOU	DO NOT RECEIVE PAGES, INCLUDING COVER,
PLEASE	CALL COML (206) 526-3416/3518 or AV 941-3416/3518.
REMARK	S:
	·

800-900/



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P.O. BOX 3109

ADDRESS: PORTLAND, OR 97208

> 5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

PHONE:

(503) 285-7557

TWX:

910-464-6107 NORMARINE PTL

September 14, 1988

Supervisor of Shipbuilding Conversion and Repair, USN Seattle, WA 98119

Attention: Mr. Gene Hulsey

Subject:

USS OKINAWA (LPH-3)

Contract No. N00024-85-H-8197

Job Order 7M03

Reference: (a)

NMIW letter, Serial 065, dated 21 June 1988

SupShip San Diego Standard Technical Requirement 271-2 (b)

(c) NMIW letter, Serial 156, dated 18 August 1988

NMIW Condition Report 251, dated 13 July 1988

Defueling of the USS OKINAWA by the Ship's Force was to have been completed by the published key event milestone date of 19 June 1988. On 20 June 1988, NMIW was notified by both the ship and the Supervisor that defueling operations had been completed and that the barge used by the Government for off-loading fuel had departed. Also, on 20 June 1988, after a review of both the tank soundings provided by the ship after their defueling evolution and tank sounding curves, it became evident to NMIW that a significant volume of fuel remained in many of the ship's tanks above the terminus of low suction piping. At a meeting with the Supervisor during the morning of 21 June 1988, NMIW presented a copy of the ship's soundings for the fuel tanks that indicated that approximately 119,000 gallons of fuel still remained onboard USS OKINAWA. The Supervisor's Project Officer acknowledged awareness of the apparent existence of fuel in the tanks in excess of that which should exist at low suction conditions and that this situation was being investigated by the Government. Later the same day the Supervisor provided verbal direction to off-load all remaining fuel in the ship's tanks and to submit a report documenting the quantity of fuel pumped from the tanks in excess of that which exist at low suction conditions. NMIW forwarded reference (a) to the Supervisor confirming receipt of the Government's direction and proceeded to remove all shipboard fuel. In accordance with the terms of the subject contract, reference (a) notified the Government of potential cost and schedule impact resulting from the Government's failure to meet the requirements of reference (b) by the 19 June 1988 key event milestone. Reference (b) is a part of the specifications for the subject contract and provides that the Contractor's tank gas free operations shall begin from a condition of liquids at low suction in each fuel tank.

This request for equitable adjustment is forwarded to the Supervisor as a follow up to References (a) and (c), and in accordance with Clause H-4 of the subject contract.

The work required by the contract prior to the Government's direction to NMIW to remove excess fuel from the ship's fuel tanks (that amount of fuel above each tank's low suction pipe) consisted of cleaning

and gas freeing the fuel tanks in accordance with reference (b). As stated above, reference (b) provides that the Contractor's cleaning and gas free work shall begin from a condition of fuel at the level of each tank's low suction point (see paragraph 3.2.3 of reference (b)). This baseline condition was to have existed on 19 June 1988. This was the key event milestone date for the Government to complete defueling the USS OKINAWA. There were 44 fuel oil tanks that NMIW was to clean and make gas free. These tanks are identified by contract Specification Item 123-11-001 and are listed below.

#### Fuel Oil/Ballast Tanks

5-31-2-F	5-79-1-F	7-53-3-F
5-31-3-F	5-80-2-F	7-58-1-F
5-53-1-F	6-53-2-F	7-58-2-F
5-55-2-F	7-13-0-F	7-58-4-F
5-59-1-F	7-19-0-F	7-63-1-F
5-59-2-F	7-31-1-F	7-63-2-F
5-63-2-F	7-31-4-F	7-63-3-F
5-67-1-F	7-42-1-F	7-69-1-F
5-67-2-F	7-42-2 <b>-</b> F	7-69-2-F
5-71-1-F	7-53-1-F	7-69-4-F
5-71-2-F	7-53-2-F	7-107-0-F

#### Fuel Oil Overflow/Ballast Tanks

5-63-3-F	7-27-0-F
5-91-1-F	7-58-3-F
5-91-2-F	7-63-4-F
7-23-0-F	7-69-3-F

#### Fuel Oil Service Tanks

5-75-1-F 5-75-2-F

#### Contaminated Fuel Oil Settling Tanks

5-79-2-F

NMIW was appropriately manned and equipped, and proceeded to begin planned cleaning and gas free work in these tanks on 20 June 1988 in accordance with the published production schedule. As previously stated, a simultaneous review of the tank soundings provided by the ship upon their reported completion of defueling USS OKINAWA, indicated that many tanks still contained significant volumes of fuel oil above the specified low suction levels. Additional tank soundings and visual inspections performed by NMIW verified the existence of excess fuel.

NMIW proceeded to clean and gas free fuel tanks, removing existing excess fuel as directed by the Government on 21 June 1988. Reference (d) submitted to the Supervisor on 13 July 1988 accurately documents the actual soundings for each fuel tank where they were different from the soundings provided by the Ship's Force. This report also documents fuel/liquid gallonage that existed in these tanks at the time NMIW proceeded to accomplish contractual clean and gas free requirements.

NMIW, at Government direction, accomplished work necessary to remove and dispose of excess fuel/liquids from USS OKINAWA fuel oil tanks. This work consisted of the labor required to physically pump the excess fuel/liquids out of the fuel tanks and into a shoreside holding tank while meeting the requirements of NAVSEA Standard Item 009-07. Work was required to dispose of this excess fuel/liquid in accordance with reference (b) and all state and federal regulations. Work was also required to continually locate and relocate concrete weights on the ship's flight deck to compensate for the removal of the excess liquid load and maintain acceptable trim. Material costs associated with this extra work were incurred from equipment rentals and contaminated waste processing.

Inefficiencies in performing the directed change work occurred as a result of NMIW having to manually pump the excess fuel/liquids from the tanks utilizing portable pumping equipment. In accordance with the contract, only that fuel/liquid below the low suction pipe in each fuel tank was planned to be removed in this manner. Additional inefficiencies in performing the changed work occurred when NMIW was required to pump the excess fuel/liquids from the ship's fuel tanks in a sequence dictated by stability requirements. This deviation from NMIW's planned tank work sequence would not have been required had the Government defueled the ship in accordance with the terms of the contract.

Many scheduled ROH activities were disrupted by the Government's directed change to NMIW's contractual tank cleaning and gas free work requirements. Specific disruption experienced by NMIW has been identified in three areas.

- Disruption to planned and scheduled work in the tanks associated with Items 123-11-001 and 123-11-003. NMIW's scheduled cleaning and gas free work in the fuel tanks was significantly delayed and disrupted by the new requirement to remove the excess quantities of fuel/liquids that were to be removed by the Government prior to 20 June 1988. The time required to remove excess fuel/liquids between 21 June and 6 July 1988 inclusive, prevented NMIW from accomplishing planned and scheduled tank cleaning/gas free operations; inspections; the layout of access holes to be cut in fuel tank structure for sandblast evolutions; and the preparation, submittal and approval of access cut process control procedures prior to drydocking the ship.
- 2. Disruption to work activities unrelated to fuel tank cleaning/gas free and preservation operations due to the requirement of additional craft personnel for a period of time beyond that planned for NMIW's contractual cleaning and gas free operations in the fuel tanks during the period 21 June through 6 July 1988. Certain craft personnel scheduled for assignment to work activities other than the cleaning and gas freeing of fuel tanks were not available for these planned assignments due to their being required for the removal of excess fuel.
- 3. Disruption to shipboard work activities due to the prohibition of "hot work" during the period 21 June through 6 July 1988. A review of scheduled work activities, interviews with shipboard personnel and a review of NMIW production logs has identified a significant number of work items where shipboard work activities were disrupted by the inability to conduct required "hot work" in various areas of the ship during the directed removal of excess fuel/liquids from fuel tanks.

Impact from the Government's delay in completely defueling the ship by the key event milestone date of 19 June 1988 and the subsequent disruption to planned/scheduled work caused by the Government's direction to NMIW to complete defueling the ship has been identified in the work activities highlighted in the accompanying enclosure. Included in the enclosure are both a tabular and network presentation of NMIW's baseline production schedule for the USS OKINAWA.

Scheduling of production trades before, during and after the period of disruption is also provided in the enclosure.

Measures taken by NMIW to lessen the disruptive effect of the Government's delay in completely defueling the ship and the subsequent disruption caused by the Government's direction to complete defueling operations consisted of proceeding with work activities of the affected work items other than those that were planned/scheduled for the subject period. In the case of the fuel tanks, while some delay was experienced unavoidably, tanks that became available for inspection, staging, access holes, etc. were worked even though out of sequence from NMIW's logical and systematic plan. In the instances where work item "hot work" was prohibited due to extended defueling conditions, non "hot work" activities were carried on to the maximum extent in accomplishing interference and system/equipment removals and repairs.

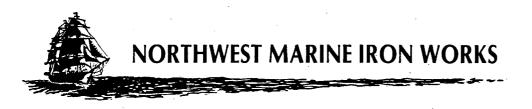
In addition to taking the above described measures, NMIW employed selective acceleration to key work items to lessen the disruptive effect of the Government's actions on drydock evolutions and critical path work.

A statement setting forth an enumeration of costs elements, including labor hours and pertinent indirect costs, estimated by NMIW to have been incurred as a result of the change is included in the enclosure.

NMIW has herein set forth information only with respect to those factors which are comprehended in regard to this request for equitable adjustment. NMIW believes that this information is sufficient in detail to permit the Contracting Officer to allocate the claimed increased costs as set forth in the SF-1411, submitted pursuant to Clause H-4 of the subject contract.

Yours very truly,

Donald E. Nugent Vice President Federal Contracting



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(503) 285-7557

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910-464-6107 NORMARINE PTL

CERTIFICATION IN SUPPORT OF NMIW SERIAL LETTER 3333.195 OF 15 SEPTEMBER 1988

The undersigned, being aware of the provisions of 18 U.S.C. Section 1001, hereby represents and certifies that to the best of my knowledge and belief:

- (1) The contents of the foregoing proposal and its attachments have been thoroughly investigated by responsible company employees and officials for completeness and accuracy as to the facts, and that any judgmental statements and conclusions in the proposal and its attachments are clearly identified as such.
- (2) The proposal either directly or by specific reference sets forth the information to be furnished pursuant to the "Documentation of Requests for Equitable Adjustment" clause of the contract to the full extent that such information is within custody of or available to the Contractor.
- (3) On the basis of the foregoing review, I am satisfied with respect to each item that the adjustment claimed therefore reasonable and accurately represents the additional costs and/or time incurred or to be incurred by reason of the asserted Government act or omission.

Date of Execution: 15 September 1988

iam H. Zavin President

Northwest Marine Iron Works

### **ENCLOSURES**

EXHIBIT A SF-1411

**EXHIBIT B** Price Summary

Statement of Requested Cost Adjustment

USS OKINAWA (LPH-3) Schedule vs. Actual Performance

Statement of Tankage Pumped from USS OKINAWA Fuel Tanks

List of Work Items Impacted by Government's Incomplete Defueling of Fuel Tanks and Government Direction to NMIW to Complete Fuel Off-Load

Baseline Schedule (Tabular Format) with Impacted Activities Indicated

Baseline Schedule (Network Format) with Impacted Activities Indicated

Craft Scheduling - Before, During, After Known Period of Disruption

<b>.</b>							
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# EXHIBIT "B"

## PRICE SUMMARY

	· ·			
1.	Direct Labor (S.T.)	41,566 hours @12.46	=	\$ 517,912.00
2.	Payroll Tax and Benefits	41,566 hours @ 6.97	=	289,715.00
3.	Manufacturing Overhead	41,566 hours @ 4.40	=	182,890.00
4.	G & A	41,566 hours @ 2.69	=	111,813.00
5.	Sub-total (Labor)		=	\$1,102,330.00
6.	Material		=	-0-
7.	Subcontractor		· <b>=</b>	-0-
			٠	
8.	Port of Portland Fee bearing	Cost	=	\$1,102,330.00
9.	Port of Portland Fee (5.7% of	Line 8)	=	62,833.00
10.	Sub-total		<u>-</u>	\$1,165,163.00
11.	Port of Portland Tariff Cost		=	0-
12.	NMIW Fee Bearing Cost	·	=	\$1,165,163.00
13.	NMIW Fee (10% of Line 12)		=	116,516.00
14.	Sub-total		= -	\$1,281,679.00
15.	F.C.O.M. 41,56	6 hours @.44	=	18,289.00
16.	Total		=	\$1,299,968.00

#### Statement of Requested Cost Adjustment

As shown on the enclosed "Scheduled vs. Actual Performance" graph, NMIW had scheduled 247,700 manhours of completion progress on USS OKINAWA (LPH-3) ROH "baseline" work by 11 September 1988. This completion progress was planned to be accomplished at an average performance efficiency ratio of 1.0 (one hour of completion progress gained from each manhour of labor expended). NMIW contends that its actual progress on the baseline work would in fact be on schedule but for a number of specific actions of the Government. These Government actions specifically pertain to the following.

- 1. Incomplete defueling of USS OKINAWA (LPH-3) fuel tanks by the key event milestone of 19 June 1988; and subsequent direction to NMIW to complete defueling operations.
- 2. Late crew move ashore.
- 3. Significant increase in freeboard surface area requiring surface preparation and painting.
- 4. Release of asbestos fibers into shipboard spaces.

NMIW has suffered both cost and schedule impacts as a direct result of these Government actions. The resultant disruption to NMIW's planned and scheduled overhaul work activities as of 11 September 1988 has caused a behind schedule position. Cost impact associated with this disruption is calculated below.

- A. NMIW had reasonably planned to accomplish 247,700 hours of baseline work completion progress between 16 June (ship arrival) and 11 September 1988. NMIW had determined through careful review and analysis of contractor work items that this amount of baseline work completion progress would be required during this time in order to maintain key event milestones prerequisite to our scheduled 16 December 1988 ROH completion. A schedule to this effect was submitted to the Government in accordance with the requirements of 042-01-001 of the contract specifications. Progress was to be accomplished at an average performance ratio of 1.0.
- B. At NMIW's planned rate of progress NMIW would have accomplish 247,700 hours of progress on baseline work between 16 June and 11 September 1988.
- C. Due to Government disruption to NMIW's execution of planned and scheduled baseline work activities, NMIW has not been able to maintain an on-schedule position, nor perform at the planned performance ratio of 1.0. Average performance efficiency to 11 September 1988 has been only 1.17.
- D. At the average performance ratio of 1.17, NMIW will be required to expend 12,077 manhours in addition to the 71,072 hours required to obtain their planned rate of progress from 16 June to 11 September 1988. The expenditure of 12,077 manhours of additional effort would be required because of the existing average performance efficiency rate linked to Government disruption of NMIW's planned/scheduled work.
- E. Therefore, to obtain a schedule position of 247,700 hours of completion progress, NMIW will be required to expend a total of 83,131 manhours. NMIW contends that the 83,131 manhours that it will have to expend to accomplish 247,700 hours of completion progress are a direct result of Government disruption of NMIW's planned and scheduled baseline work.

NMIW is entitled to compensation for having to recover from the disruption caused by the Government as outlined above.

For purposes of this request for equitable adjustment, the portion of the 83,131 manhours attributable to the Government's incomplete defueling of USS OKINAWA (LPH-3) by the 19 June 1988

key event milestone and the resultant disruption to NMIW's planned and scheduled baseline work activities, is estimated at 41,566 manhours (50%).

# VLS COST ANALYSIS

Α.	Baseline Contract Budget	131,429	hours
В.	Budget at Completion	146,941	hours
C.	Contract Growth [B-A]	15,512	hours
D.	Expended (Actual) Hours (Base plus growth)	136,691	hours
E.	Budget as of 11/1/87 (Time of targeting to 107,250 hours at completion)	137,381	hours
F.	Growth incurred up to 11/1/87 [E-A]	5,952	hours
G.	Target established 11/1/87 minus growth up to 11/1/87 = hours which should have been required to perform original (baseline) contract work scope	107,250 - 5,952 	hours hours
H.	Hours Expended on Base Items [D-C]	121,179	hours
I.	Cost of Implementation [H-G]	121,179 - 101,298 	hours hours

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P.O. BOX 3109

ADDRESS: PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

PHONE:

(503) 285-7557

TWX: 910-464-6107 NORMARINE PTL

VLS "SHOULD COST" ANALYSIS

### I. 1411 Price Proposal

- \* Previous submittal analyzed lost earning through a productivity analysis comparing an impacted period to an unimpacted period.
- \* "Should cost" analysis looks at the underlying <u>cost</u> to implement the VLS kit.
- \* The analysis compares the "should cost" versus the actual cost to implement VLS.
- \* The lost earning approach contained in the 1411 proposal and the "should cost" approach are consistent methods.

### II. "Should Cost" Analysis

- \* The chart identifies the "should cost" of implementing the VLS kit modification.
- \* The chart identifies budgeted actual and earned hours.
- \* The analysis identifies the cost of 1% throughout the project.
- \* The cost of 1% plot identifies the lost earnings during the impacted period and the "should cost".

VLS "Should Cost" Analysis
November 21, 1988
Page two

\* The charts support the 1411 analyses.

## III. The "Should Cost" Budget

- \* From April to June, NMIW spent approximately 15,000 man-hours to plan the detailed work effort and work scope.
- \* On completion of planning the definitive work scope, NMIW developed a detailed plan for implementation. The plan was contained within the PTS which contained over 2,000 activities for the VLS package.
- \* Upon completion of the definitive work scope, NMIW began to review the budgets and allocate man-hours for the base items.
- \* At this time, a more definitive scope of work from the detailed planning effort allowed NMIW to re-evaluate the relative "worth" of each VLS activity, establishing an accurate base line from which to monitor performance.

VLS "Should Cost" Analysis November 21, 1988 Page three

- \* Starting in July, the Kits arrived with the various problems identified in the proposal and supplemental narrative.
- \* As a result of the problems in GFI and GFM, NMIW earnings began to fall, and the magnitude of the problems with the kit materials inhibited NMIW ability to rebudget the VLS activities.
- \* As a result of the problems with the Kit modifications, NMIW hired Mr. Ron Behrmann to review and re-evaluate the base line work items.
- \* Through September and October, NMIW reviewed the as-planned definitive work scope to re-establish a base line budget.
- \* NMIW was able to re-establish the base line budget by November 1.
- \* NMIW submitted to the Government its re-evaluated base line budget during the performance fee evaluation on November 23.

VLS "Should Cost" Analysis

November 21, 1988

Page four

\* The re-established base line budget supports the "should cost" analysis of approximately 116,800 man-hours of base line plus growth to implement the VLS work items.

#### IV. Cost of 1%

- \* The cost of 1% graph supports the periods utilized as impacted and unimpacted comparisons.
- \* The graph supports the re-established base line budget value.
- \* The cost of 1% chart supports the "should cost" and the lost earning productivity analysis.

## V. The "Should Cost" Analyses

- \* Both the loss earning productivity analyses and the "should cost" approach support the 1411 submittal.
- \* Both analyses indicate that the implementation of the VLS Kit modifications severely impacted the rate of absorption for overhead.

VLS "Should Cost" Analysis November 21, 1988 Page five

#### VI. Max Mod

- \* The Max Mod value was based on information known to the date of its submittal on September 30.
- \* The Max Mod price was agreed to prior to all the GFM material was received.
- \* The Max Mod was agreed to prior to all the GFI was received.
- \* The Max Mod was agreed to prior to the full extent of the defective information of material being known and the extent of the problems that occurred subsequent to the scope of the Max Mod being agreed to.

#### VII. Max Mod Versus 1411 Matrix

- \* Although NMIW attempted to support the full value of the Max Mod NMIW believes that it is entitled to more than the Max Mod value as a result of defective GFI and defective GFM.
- \* NMIW believes it has justified the values submitted in its 1411.

VLS "Should Cost" Analysis November 21, 1988 Page six

### VIII. Conclusions

- \* The "should cost" analyses supports the 1411 submittal.
- \* The "should cost" analyses is consistent with the lost earning productivity analysis contained in the 1411.
- \* The Government's analyses penalizes NMIW for being efficient on the VLS base item by not recognizing the re-established budget for base work as shown in the "should cost" analyses.
- \* NMIW believes it is entitled to more than the Max Mod value.

## MAX MOD VS. 1411 SUBMITTAL MATRIX

## OPEN MAX MODS

	MAX MOD VAL	<u>UE</u>	1411 SUBMITT	<u>AL</u>
MOD	<u>\$</u>	MHRS	<u>\$</u>	MHRS
VLS Mod# A00182	\$489,390.00	13,770	\$736,045.00	20,015
53B Mod# A00198	\$628,394.00	17,991	\$576,857.00	15,840
LAMPS Mod# A00183	\$370,351.00	10,463	\$872,928.00	24,521
TIME EXT Mod# A00397	\$1,939,846.00	39,041	\$4,092,577.00	104,238
GENERATOR Mod# A00421	\$271,562.00	6,400	\$176,806.00*	3,956
	3699543	97665	6,455213	1685-70

 $<sup>\</sup>star$  Submitted as actual cost returns



#### DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115-5003

Altre +3251

IN REPLY REPER TO: DD985 Ser 400-4516 18 October 1988

Northwest Marine Iron Works 5555 N. Channel Avenue, Bldg. 2 Portland, OR 97217

#### Gentlemen:

As discussed in Northwest Marine Iron Works letter of 29 September 1988, a financial agreement was reached on USS CUSHING (DD-985), Contract Number N00024-85-C-8523, for proposal numbers 5421, 5452, 5454, 5461, 5462, 5465, 5466, 5468, 5470 and 5477 and Max Mod Number A0126 in the total amount of \$1,970,000.00. Several contingencies were listed in your letter upon which this financial settlement depended.

On 13 October 1988 in a telephone call between LCDR Tucker (SUPSHIP Seattle) and William Zavin II (NWMIW) all contingency issues identified in your letter discussed above were addressed and agreement was reached on these issues. as follows:

- (1) Settlement amount was \$1,970,000.00.
- (2) Interest will be apply to the portion of the settlement amount not already paid to the contractor. Interest has been calculated to be approximately \$89,851.70. \$ 82,391 @ per month vale of 1.413 % (provaled) (12 mos

(3) Ceiling cost of the contract will be adjusted by 130% of the target cost as changed by the above settlement. 2,331,375

(4) This is full and final settlement for the proposals and max mod identified above. No further contractor entitlement exists for these specific

Upon receipt of adequate funding, a modification will be issued to reflect the above settlement.

Total Cost -

8 1,766,327

N 1,793,365

CCILING: 2,331,375

Sincerely,

C. H. TUCKER

Contracting Officer

56 \$ 7,413,766

- 1,484,000 (LAMPS MAX MOD)
(929,676)

\$ 1,054,620



#### **DEPARTMENT OF THE NAVY**

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 981 15-5003

CORRECTED COPY

4710 Ser 400-4938 NOV 1 7 1988

Mr. William H. Zavin III, President Northwest Marine Iron Works P.O. Box 3109 Portland, OR 97208

Dear Mr. Zavin,

This letter acknowledges your Contract Director's letter of 04 November, which was delivered to my office during the afternoon of 10 November 1988. I am concerned with our failure to settle outstanding contract items, on USS PAUL FOSTER, and USS DULUTH and as you know, have expended considerable effort to correct this situation. During the week of 03 October, I and several of my key staff members visited Portland with the express purpose of negotiating outstanding contract items with your firm. Specifically, USS PAUL FOSTER VLS, Sonar, LAMPS, SSDG and time extension were included on the agenda for negotiation. Aside from your expression of appreciation for our efforts at settlement, you have not modified your initial position nor shown us additional contractor entitlement. On the morning of 05 October you declined our offer on USS PAUL FOSTER and suggested that NAVSEA should be called in to review our position with "new eyes" to see if the offer could be improved.

We subsequently had such a review by a representative of NAVSEA. His observations were much the same as our own. He concluded that our offer was not only reasonable, but generous. Interjecting another player into the negotiation process was not contemplated, hence there was no plan to have the NAVSEA expert discuss his findings with the Contractor. The authority and responsibility for negotiation with NMIW continues to rest with SUPSHIP Seattle where it properly belongs.

Regarding the visit of Captain Harshbarger to Northwest Marine Iron Works on O4 November 1988, he was in the area to attend the Administrative Contracting Officer Conference and elected to visit NMIW as a matter of courtesy. I can't imagine why you are surprised at his expressed displeasure, when told that the Government was not negotiating in good faith. Your comments were provocative in nature and received an approriate response. He has been made fully aware of the current situation at NMIW, and the efforts made by this Command to reach a settlement. I feel that to accuse the Government of "bad faith" indicates both poor judgment and a lack of understanding concerning the details of the USS DULUTH REA.

Considerable effort has been expended by the Government on the USS DULUTH REA to reach a position from which negotiations can commence. The considerable variance between our positions arises from poorly supported pricing on the part of the contractor. The original REA for USS DULUTH was a hodge podge of some 22 items, all priced identically, which failed to even remotely establish a basis for entitlement. As a consequence, it was rejected in May 1986. The revised REA was submitted under a date of 10 March 1987, some 9 calendar months after redelivery of USS DULUTH. At various times between the initial rejection and revised REA receipt, the Contracting Officer suggested that the contractor

#### CORRECTED COPY

might elect to submit individual issues for resolution as the various evaluations and proposals were completed. This methodology would have sped up the process without waiting for the complete REA package to be submitted. The Contractor elected, for reasons unexplained to date, to withhold submission until the complete package was resubmitted on 10 March 1987.

NMIW Director of Contracts contends that a bottom line offer was made by the Government in an attempt to settle the USS DULUTH REA, and that no effort has been made by the Government to respond to the elements of the REA. The Government's position on the USS DULUTH REA is this, there has been no bottom line offer made as a take it or leave it proposition. The Government has analyzed the Contractor's proposal and found supportable entitlement of \$172,000. SUPSHIP Seattle has not used the USS DULUTH/CLEVELAND comparison alluded to in Mr. Jozwick's letter in its review, and has no intention to do so, as it is not considered relevant. This Government position was forwarded to Mr. Gordon Newell during the one and only negotiation session held to date, on 09 September 1988. Mr. Newell stated that the Company would get back to the Government with a response shortly. To date no response has been received. Mr. Jozwick states in his letter that the Government has not explained how its current position was arrived at. It is not the Government's responsibility to justify a contractor's entitlement but rather to evaluate the evidence submitted for validity. The Government's guiding principle in matters of negotiation is to pay for each dollar of entitlement established by the Contractor. This approach will be used in USS DULUTH negotiations. I feel that it is essential that the Contractor return to the negotiating table so that a dialogue can be established and mutual agreement reached if possible. I would hope that Northwest Marine Iron Works returns to negotiations promptly so that the issues under discussion can be resolved. Your two month hiatus has not expedited the resolution of this matter.

C. H. TUCKER

Contracting Officer

Copy to: Codes 100, 101, 130, 410, 413, 607



MAILING

NG P.O. BOX 3109

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5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

PHONE: (503) 285-7557

TIA/V

910-464-6107 NORMARINE PTL

November 23, 1988

Mr. Jim Altice Contracting Officer Supervisor of Shipbuilding Conversion and Repair, USN Seattle, WA 98115

In response to our telephone conversation of November 22, 1988, we set forth our interpretation of the settlement reached on USS CUSHING (DD-985) Contract No. N00024-85-C-8523 and additional proposals.

We received correspondence from C. H. Tucker dated 18 October 1988, Serial No. 440-4516, a copy of which is enclosed. The letter states the amount of settlement is \$1,970,000.00. It additionally states the "ceiling cost of the contract will be adjusted by 130% of the target cost as changed by the above settlement." Additionally, the settlement agreement states "a modification will be issued to reflect the above settlement."

During our telephone conversation, you stated it was SupShip's position that the amounts due under the agreement is limited to \$1,970,000.00 less amounts paid to date on MaxMod A0126, with no adjustment for increase in ceiling cost. We find this position in direct contradiction to the settlement agreement between NMIW and the Government.

We enclose our calculation of amounts due in accordance with terms set forth in the financial agreement. It includes simple interest calculated from the date of certification of this claim to the expected date of payment in accordance with the Contract Disputes Act of 1978.

Joseph V. O'Rourke

Cost Accounting Manager

V orh



#### **DEPARTMENT OF THE NAVY**

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 981 15-5003

DD985 Ser 400-4516 18 October 1988

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- (1) Settlement amount was \$1,970,000.00.
- (2) Interest will be apply to the portion of the settlement amount not already paid to the contractor. Interest has been calculated to be approximately \$89,851.70.
- (3) Ceiling cost of the contract will be adjusted by 130% of the target cost as changed by the above settlement.
- (4) This is full and final settlement for the proposals and max mod identified above. No further contractor entitlement exists for these specific items.

Upon receipt of adequate funding, a modification will be issued to reflect the above settlement.

14410

Sincerely,

C. H. TUCKER

Contracting Officer



### **MEMORANDUM**

November 21, 1988

T0:

Bill Zavin

FROM:

John Jozwick

SUBJECT: Outstanding Issues Schedule

The following is an estimated schedule of events that will take place on FOSTER, DULUTH, and KAWISHIWI.

## FOSTE

<u>ER</u>		
	R. Behrmann to review all data on VLS, to reformat the data in cost/schedule format.	November 11, 1988
-	J. Jozwick and R. Behrmann to compare data to previous VLS submittal to verify analysis.	November 18, 1988
-	Present new analysis to SupShip Seattle and NAVSEA.	November 22, 1988
-	Reschedule negotiations.	December 1, 1988
<b>-</b>	If negotiations do not reach a negotiated settlement, recertify proposals as claims, and resubmit.	December 15, 1988
-	Recertify proposals and obtain FCOD.	February 15, 1989
-	File appeal with the ASBCA.	February 15, 1989
_	Prepare complaint.	March 15, 1989
-	Receive and review answer.	April 15, 1989
-	Review and respond to Rule 4 File.	May 10, 1989
-	Obtain a hearing date from the Board.	Fall, 1989
<b>-</b>	Discovery.	May, 1987- Fall, 1989
-	Hearing.	Fall, 1989
-	Decision.	Winter, 1990

Outstanding Issues Schedule November 21, 1988 Page two

DUI UTU		•
<u>DULUTH</u> -	Gordon Newell to attend negotiations with Gene Hulsey.	December 1, 1988
-	John Jozwick to request rationale from SupShip on entitlement denial.	December 9, 1988
-	Assess final positions of SupShip and NMIW.	December 30, 1988
-	If settlement not reached, begin appeal process as outlined above.	January 3, 1989
KAWISHIWI		
<u>K/M15/1111</u>	REAs for late contract award, drydock and post drydock submitted to MSCPAC.	November 1, 1988
-	REAs to technical and legal review at MSCPAC.	November 7, 1988
-	Prepare REA on tailshaft repair.	November 18, 1988
-	Prepare letter requesting response on REAs.	November 18, 1988
-	NOTE - Under Contract Disputes Act, MSCPAC is entitled to review submittals and provide response in 60 days.	
-	Obtain MSCPAC position on REAs.	January 3, 1989
· _	Attempt to negotiate settlement of REAs.	January 15, 1989
-	If cannot reach negotiated settlement, begin appeal process as outlined above.	February 1, 1989





SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN
SEATTLE, WASHINGTON 98115-5003

4710 Ser 400-4938 NOV 1-6-1988

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C. H. TUCKER

Contracting Officer

Gill
John and I will by to give

you some kind of timeline

display of RGA/Claim item

Schedules early next week,

eg. ==
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Here are the schedule / status of the OKINAWA items I'm presently Working. STOR'S will be Submitted no later than the week following the Thanks giving Holiday.

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## ASBESTOS ABATEMENT

17 OCT. 1988 SUBMITTAL TO GUPSHIP

17 NOV. 1988 NEGOTIATION SESSION

SCHEDULED FOR 21 NOV. 1988

\* THIS IS A COST COLLECTION BASED ON ACTUAL DOCUMENTED CHARGES & PURCHASE ORDERS. DO NOT ANTICIPATE THAT THIS ITEM WILL BE IN CONTENTION LATER THAN 2 DEC. 1988

ADDITIONAL SQUA		
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FRED MANNELL	
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Attached are the two laws that B. Morrison of J. Beback came to talk about. The first one 18 USC \$ 1001 concerns false "statements". The second law 18 USC \$287 concerns false/fictitious/fraudulent "claims". I highlighted some cases that have been decided recently which define the law & its application a little better.

John

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910-464-6107 NORMARINE PTL

November 4, 1988

Supervisor of Shipbuilding Conversion and Repair, USN Seattle, WA 98115

Attention: Commander K. Tucker

Contracting Officer

Subject:

Contract N00024-85-H-8197 USS PAUL F. FOSTER (DD-964)

Maximum Price Modification Proposals

Contract N00024-85-C-8506

USS DULUTH (LPD-6)

Request for Equitable Adjustment

#### Gentlemen:

On November 3, 1988, Northwest Marine Iron Works was visited by Captains Harshbarger and Grasser and Commander Tucker. A meeting was held with Bill Zavin, Jim Coleman, Gil Miller, Don Nugent, John Jozwick. During the discussions, a general review of the differences in position between Northwest Marine and SupShip Seattle on the outstanding max mod items on the USS PAUL FOSTER overhaul was conducted. As a part of this review, Captain Harshbarger indicated that his staff had reviewed and approved the SupShip position on the outstanding issues for the project which remain. Northwest Marine asked if we could review our position on these issues with his staff. discussion, Captain Harshbarger consented and indicated he would direct that the review be conducted. Bill Zavin handed each of the Navy officers copies of a point paper to review our position with his staff and he concurred after some discussion on that issue.

As a part of our discussion of these issues, Bill Zavin then handed each of the Naval officers a copy of a talking paper prepared for him by myself. After reading the first page, which listed the areas of difference between SupShip and Northwest Marine on the FOSTER overhaul contractual discussions, Captain Harshbarger commented that the degree of detail being reviewed on that talking paper was greater than he was prepared to discuss. He also indicated that while his staff was willing to review our position with us, SupShip Seattle was the proper negotiating authority on the project.

Commander K. Tucker, Contracting Officer November 4, 1988 Page two

He then flipped over to the second page which was attached to the PAUL FOSTER discussion. Upon looking at the second page, which was a discussion of NMIW's areas of concern on the DULUTH claim, Captain Harshbarger expressed extreme displeasure with that section of the talking paper. The object of his anger was the fourth point which stated my belief that the Supervisor had not been negotiating in good faith, or in an objective manner. After expressing comments that if it was NMIW's intent to [upset] him, we had succeeded. Captain Harshbarger abruptly ended the meeting by stating that he had had enough and left the room without allowing for any explanation of NMIW's position or a reason behind the point paper comments.

While NMIW is disturbed that the Government reacted so strongly to the point paper comment, I believe that the comment accurately reflects our perspective on this matter. Further, NMIW believes that it should have been allowed an opportunity to present why it has formed this position. The following facts will explain why NMIW believes that the DULUTH matter has not been handled in an objective manner or in good faith since its initial submittal.

The chronology of events on this matter reflects NMIW's belief that this matter has not been addressed in good faith. [See Enclosure (2).] As the initial REA submittal was made April 29, 1986, and a re-submittal made on March 10, 1987, it took the Contracting Officer until October 14, 1987 to request a DCAA audit of this matter. Additionally, the Contracting Officer stated to the DCAA by its October 14, 1987 letter, that the Government's technical analyses had not been completed even though the REA had been in the Government's possession since March 10, 1987, and it included many of the same issues described in the original submittal made on April 29, 1986. Why was the technical review of the REA not complete by this date when it was significant to the public/private comparison being performed between the USS DULUTH and USS CLEVELAND? In NMIW's opinion, this matter has not been addressed in a reasonable time frame. NMIW believes that good faith negotiation and resolution of issues such as the DULUTH REA are made only when they are handled in a prompt, but reasonable, time frame.

Additionally, NMIW questions the position offered by the Government when NMIW believes that the Supervisor has performed a public/private comparison between the USS DULUTH and the USS CLEVELAND, wherein the analysis indicates that a key area of difference between NMIW and Long Beach Naval Shipyard results involved the DULUTH hull plating deterioration and extension of drydock which is a major portion of the DULUTH claim. NMIW believes that the Supervisor has performed a detailed review and comparison of all the data associated with NMIW's performance on the USS DULUTH project, its submitted REA, and believes that results of these cost and schedule analyses support entitlement to NMIW's

Commander K. Tucker, Contracting Officer November 4, 1988 Page three

REA in an amount that exceeds the present offer of \$172,000. NMIW also believes that the Supervisor has engaged numerous resources to review the submittal, but that those results which support NMIW's position have not been reflected in the present offer by the on-site Contracting Officer.

Further, the on-site Contracting Officer has stated in its letter Serial 413-4370 on October 17, 1988, that he had presented the Navy's position for each element contained within the REA, yet the Supervisor has not responded to the detailed rationale provided for each area of the REA that NMIW believes it is entitled to compensation. While NMIW has provided a justification for each element of its REA, the Supervisor has yet to explain the difference of position in its assessment of entitlement or quantum.

To assist in further negotiations, I have prepared a check list to be utilized by NMIW's negotiator to use during the next negotiation session in order to better define areas of entitlement and quantum. Attached, as Enclosure 3, is the check list prepared for NMIW's negotiator. Through this check list, it is hoped that the Government's position could be better defined, and in those areas where entitlement is questioned or denied, a rationale could be provided in response to NMIW's REA justification for payment.

Thus, while Captain Harshbarger objected to our comments regarding the negotiation of the DULUTH matter, this is NMIW's opinion based on its involvement over the past two and one-half years since the initial REA submittal. Although NMIW is disturbed by the Captain's response, NMIW is also concerned because it was not allowed to present its position and rationale for this statement.

If you have any questions regarding the above, please do not hesitate to contact the undersigned. Additionally, NMIW is willing to continue discussions on the subject REA. The enclosed check list should help in the clarification of our respective positions and assist in negotiations.

Very truly yours,

John J. Józwi/ck \ pirector/of Contracts

#### USS DULUTH CLAIM

- \* NMIW and SupShip Seattle have had one session of negotiation.
- \* SupShip Seattle's position was entitlement for \$172,000 out of the \$5.8 million claim.
- \* This position was taken after 18 months of review.
- \* NMIW believes the Supervisor is not negotiating in good faith or in an objective manner.
- \* NMIW believes SupShip is aware of the public-private comparison between NMIW (USS DULUTH) and Long Beach Naval Shipyard (USS CLEVELAND) wherein LBNS exceeded NMIW's costs by approximately 8% and still received an incentive fee award.
- \* NMIW believes SupShip is aware that one of the key areas of difference between NMIW and LBNS results involved the Duluth hull plating deterioration and extension of drydock. This is the major portion of the Duluth claim.
- \* NMIW believes that further review and comparison between NMIW and LBNS results supports NMIW's position and costs to accomplish the basic work package and the effect of the hull work/drydock extension.

#### Enclosure 2

The following chronology outlines the correspondence and time frames from initial submittal to the present position of the Government and the Contractor.

<u>Date</u>	<u>Author</u>	<u>Serial</u>	<u>Description</u>
4/29/86	NMIW	7500-310	Initial submittal of REA.
5/29/86	SupShip	400-4568	SupShip rejects REA.
12/11/86	SupShip	410-8067	SupShip reaffirms rejection of REA, but
•			that with revision, "Government review
			could commence promptly."
3/10/87	NMIW		Resubmittal of certified REA.
5/19/87			Meeting between SupShip and NMIW. ACO
			could not state when SupShip would render
			a decision.
5/21/87	NMIW		NMIW requests when a decision would be
			issued.
6/12/87	SupShip	130-2352	ACO states he considers REA a claim.
			Timing for decision just beginning

			from 5/21/87 letter.
7/30/87	NMIW		NMIW appeals to ASBCA for failure of
			ACO to render or state when a decision
			would be issued.
7/31/87	SupShip	131-3070	ACO states decision would be issued
			on 30 October 1987.
10/14/87	SupShip	410-4158	ACO requests DCAA audit. ACO states
•	•		SupShip analysis not complete.
11/16/87			NMIW's and NAVSEA's attorneys agree
			to dismiss appeal without prejudice as
<i>.</i>			negotiations will commence by mid-
			December 1987.
12/01/87	SupShip	410-4873	ACO states audit will not be complete
,			until approximately 15 December 1987;
	•	,	then SupShip will prepare a
·			pre-negotiation strategy; then NAVSEA
			will need 30 days to review.
1/22/88	NMIW		NMIW requests estimated date for
			settlement negotiations.
2/09/88	SupShip	410-577	ACO states audit complete and pre-
			negotiation business clearance being
			prepared. No date for settlement given.
9/09/88			First negotiation session held to discuss

	•		framework for settlement. Note - 7 months
		·	from SupShip's previous letter.
			Government's position \$172,000 out of the
			\$5.8 million REA.
10/05/88	SupShip	413-4360	On-site Contracting Officer states he has
			responded to all elements of REA.
10/11/88	NMIW		NMIW states that offer was a "bottom-
•			line" offer and that NMIW did not receive
			a response to each item of the REA.
10/17/88	SupShip	413-4370	On-site Contracting Officer states each
			issue discussed with Navy's position.
Present	•		NMIW developed check list to use in
			negotiation to understand Navy's position
			on each issue.

On April 29, 1986, NMIW submitted a request for equitable adjustment via its letter Serial 7500-310, which included the costs and impacts caused by the underwater hull deterioration and extension of drydock. The Government rejected the request for equitable adjustment by its letter Serial 400-4568 of May 29, 1986. Subsequently, by SupShip Seattle Letter Serial 410-8067 of December 11, 1986, the Contracting Officer reaffirmed that the request for equitable adjustment had been rejected but that with revision to the deficiencies in the REA, "Government review could commence promptly."

As a result of these comments, NMIW redocumented and re-analyzed the USS DULUTH project. On March 10, 1987, NMIW resubmitted a newly certified REA. Although the Contracting Officer had stated (in its December 11, 1986 letter) that Government review could commence promptly, during a meeting held on May 19, 1987, between NMIW and SupShip Seattle, the Contracting Officer stated that he could not tell NMIW when a decision would be made on the submitted REA. On May 21, 1987, NMIW forwarded a letter to the Contracting Officer requesting that a formal position be provided by the Contracting Officer.

In response, the Contracting Officer responded by letter Serial 130-2352 on June 12, 1987, stating it was now, "an implied conversion of your request for equitable adjustment into a claim as that term is defined at FAR 33.201 and constitutes the initiation of a claim as per FAR 33.206." Thus, in regard to issuing a decision, the Contracting Officer stated "this means that the timing for issuance of a Contracting Officer's decision is governed by FAR 33.211(c)(2)." Over three months had passed from the resubmitted date and the Contracting Officer was now stating that timing for a position was just beginning. However, no response was received by the Contracting Officer within the 60 days of NMIW letter requesting a formal position. On July 30, 1987, NMIW appealed to the Armed Services Board of Contract Appeals for the failure of the Contracting Officer to state when a decision would be made. The next day, by SupShip Seattle letter Serial 131-3070 dated July 31, 1987, the

Contracting Officer now responded and stated that the anticipated date of issuance for a final Contracting Officer's decision would be on 30 October 1987.

No decision was made by the Contracting Officer by October 30, 1987. In fact, the Contracting Officer did not even request a Defense Contract Audit Agency (DCAA) review until October 14, 1987. But, discussions among NMIW's attorney and the Navy's attorney indicated that negotiations could commence by mid-December 1987. In the attempt to reach a negotiated settlement of this matter, NMIW agreed to dismiss the subject appeal without prejudice while negotiations took place. The subject appeal was dismissed by the Armed Services Board of Contract Appeals without prejudice on November 16, 1987.

By SupShip Seattle letter Serial 410-4873 dated December 1, 1987, the Contracting Officer now stated that the DCAA audit would be completed by approximately 15 December 1987. The Contracting Officer then stated that once the audit was complete, a pre-negotiation business clearance must then be prepared and passed to NAVSEA for their concurrence prior to commencing negotiations. The Contracting Officer estimated that this NAVSEA review would "probably consume about 30 days." Through January, 1988, no decision had yet been made by the Contracting Officer regarding this matter. On January 22, 1988, NMIW requested (by a letter) an estimated date for settlement negotiations. On February 9, 1988, SupShip Seattle letter Serial 410-677

### Enclosure 3

	<u>ISSUE</u>	ENTITLEMENT	QUANTUM
1.	The Navy's redefinition and misuse of the supplemental manday reservation.		
2.	Impact costs resulting from the growth of the underwater hull work.		
3.	Direct and impact costs resulting from the activities of Ship's Force.		·
4,	Direct and impact costs resulting from the defective specification issued for the electronic ship alteration package.		
5.	Impact costs to the drydock schedule of the U.S.C.G.C. STORIS.	<del></del>	
6.	Emergency Stern Gate Rigging REA.		
7.	Structural Repairs Below Main Deck REA.		
8.	Living Barge IX-502 REA.		
9.	Propulsion Shafting REA.		
10.	Loss of Use of Money.	-	
11.	Proposal Preparation Costs Incurred Prior to 21 May '87 (Ref. SupShip Letter 130-2352 Dated 12 June '87)		
12.	Ceiling Adjustment.		
13.	Interest on settled amount pursuant to the Contract Disputes Act from 12 June '87 until paid.	<del></del>	· · · · · · · · · · · · · · · · · · ·

stated that the audit was complete and that the pre-negotiation business clearance was being prepared. However, no date was provided for anticipated negotiations. Negotiations did not commence until September, 1988, some  $\frac{7}{2}$  months later.

The on-site Contracting Officer and NMIW's negotiator have had one session of negotiation. The on-site Contracting Officer's position was an offer for \$172,000 out of the \$5.8 million REA. By SupShip Seattle letter serial 413-4360 dated October 5, 1988, the on-site Contracting Officer stated that he had responded to all elements of the REA and was expecting a prompt response to his position to expedite final negotiations. NMIW responded on October 11, 1988 stating that it did not receive a response to all elements of the REA. In response, the Contracting Officer by letter Serial 413-4370 dated October 17, 1988, stated that the Navy's negotiator presented its position to each element in the damage summary and damage analyses. Additionally, the on-site Contracting Officer stated that all remaining elements of the claim were discussed individually with the Navy presenting its position and reason.



### NORTHWEST MARINE IRON WORKS

#### **MEMORANDUM**

November 4, 1988

T0:

B. Zavin

FROM:

J. Coleman

J. Jozwick

SUBJECT: Schedule for FOSTER and DULUTH Negotiations

The following schedule of events will take place on FOSTER and DULUTH negotiations. This schedule is based on discussions with Cdr. Tucker, R. Berhmann, D. Nugent, J. Coleman and J. Jozwick.

#### **FOSTER**

Discussions with Cdr. Tucker this morning indicate that SupShip is willing to review any new data we may have to support our position on the max mods. He also stated that he was willing to arrange for the NAVSEA representative to return to Seattle so that we could have an opportunity to present our analysis on the max mods. As a result of these discussions, we anticipate the following to occur:

- R. Behrmann to review all data on VLS to reformat the data in the SupShip desired cost/schedule format. Estimated time to complete (ETC) - November 11, 1988.
- J. Jozwick and R. Behrmann to compare data to previous VLS max mod submittal to verify analysis is reasonable and reflective of our costs. ETC - November 18, 1988
- Request (by letter) Cdr. Tucker to schedule a meeting with the NAVSEA representative. ETC - November 11, 1988
- Present new analysis to Cdr. Tucker and NAVSEA. ETC ? (Depends on NAVSEA representative's schedule.)
- Should meeting not take place, recertify proposals as claims and resubmit. ETC - November 18, 1988

Obtain FCOD File Appeal

January 18, 1989 January 18, 1989

February 18, 1989

Prepare Complaint Receive Answer

March 10, 1989

Review and Respond to

Rule 4 File

April 10, 1989

Schedule for FOSTER and DULUTH Negotiations November 4, 1988 Page Two

- Obtain a hearing date from Board during probably Fall, 1989

 Discovery (depositions, document review, interrogatories)

April, 1989 - Fall 1989

- Hearing Fall, 1989 - Decision Winter, 1990

- \* Should meeting take place, reschedule negotiations. ETC 1 week after meeting.
- \* If negotiations do not reach a negotiated settlement, recertify proposals as claims and resubmit. (See sequence above.)

#### DULUTH

Discussion with Cdr. Tucker indicate that SupShip is still willing to discuss settlement of the REA.

- \* G. Newell to reschedule negotiations with checklist for entitlement and quantum November 4, 1988.
- \* G. Newell to attend negotiations. ETC November 11, 1988.
- \* J. Jozwick to request rationale from SupShip on entitlement denial. ETC November 18, 1988.
- \* Assess final positions of SupShip and NMIW. ETC December 1, 1988.
- \* If settlement not reached, begin appeal. ETC December 15, 1988.

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MAILING P.O. BOX 3109 ADDRESS:

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5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

PHONE: (503) 285-7557

> 910-464-6107 NORMARINE PTL TWX:

October 12, 1988

Mr. Herb Leyendecker **EXXON Shipping Company** 800 Bell Street Houston, TX 77002-7426

Dear Herb:

As we discussed recently, I am enclosing for your perusal the breakdown by cost category of the recent work performed on the EXXON BENICIA. As will be clear from the attached exhibits, our cost did significantly exceed our selling price to you. We endeavored to follow the basic tenets outlined in the work package and contract in good faith, but we do feel that factors and events beyond our control, and beyond those we would normally anticipate in our bid to you, drove us into this over cost condition. A brief statement of these conditions is attached along with our cost exhibit. Our Vice President for Estimating, George Riddle, and I would appreciate the opportunity to meet, or talk, with you at your convenience to review these circumstances.

Thank you very much for your interest and for your kind words relating to the quality and timeliness of our work on the project.

Once again, I am sorry I missed the opportunity to visit with you during your recent visit to Portland and to meet Mr. Tompkins. I look forward to the opportunity to visit with you soon. Thank you very much for your interest.

Yours very truly,

Willsam H. Zavin, II

President

**MEMORANDUM** 

October 12, 1988

MEMO TO:

Bill Zavin

FROM:

George Riddle

SUBJECT:

Over Cost Condition - EXXON BENICIA

As you requested, a considerable number of in-depth discussions leading up to our evaluation of the causes putting EXXON BENICIA into an over cost condition have been held. We have concluded that the driving force to this end result is the inordinately rigid and scrutinous inspection of the structural steel repairs by the EXXON Representative, Mr. Paul Egleton.

Northwest certainly accepts that it did make five mistakes in the fitting up procedure of certain items, but when compared with the total number of 323 individual steel repair items, this percentage of rework is normal and expected. As a result of these five items, however, Mr. Egleton required very unusual and extra rigorous methods of inspection, such as personally witnessing each phase of repair, cropping out, fit up, root weld back gouging, and final welding which led to a slowing of the work process beyond that which we had priced, and created the over cost condition.

Mr. Egleton worked long hours and never hesitated to be available at any time to witness specific repairs. He could not, however, be in all the tanks, all the time, during a three shift operation which encompassed a major direct steel craft work force of about 100 craftsmen. This certainly caused productivity to be low in the steel craft and created circumstances in the attending crane and rigger costs to be well above that which had been anticipated in the work package. These items are not unlike other projects we have performed within budget for EXXON in the past.

Attached please find our final cost tally for the project which totals \$5,803,521. You can tell it significantly exceeds our negotiated revenue to date of \$4,831,000.

#### **MEMORANDUM**

October 5, 1988

T0:

Bill Zavin

Gil Miller

FROM:

John Jozwick

SUBJECT: Foster Max Mod Negotiations

On October 3 and October 4, 1988, members of Northwest Marine Iron Works and the Supervisor of Shipbuilding, Seattle met in an attempt to negotiate the three Kit Mods (VLS, LAMPS, SONAR), the Time Extension Mod, and the Generator Mod. The discussions during negotiation included individual mod reviews, and an attempt to reach a global settlement of all modifications. This memorandum will discuss the result of these initial negotiations.

As you may remember, the values of these modifications are:

		Max Mod <u>Value</u>	Supported <u>Costs</u>
a. b. c.	3 Kit Mods Generator Mod Time Extension Mod	1.4 M .16 M 1.9 M	2.4 M .16 M 4.0 M
	Total	3.6 M	6.4 M

The values identified above indicate the maximum values of the modifications, along with the value NMIW believes it can support in justifying the Max Mod price. SupShip Seattle's position for these negotiations was to have a settlement value of \$2,580,000., out of the Maximum Mod value of \$3,600,000. With this offer for settlement, the following would result.

To date, there has been an authorized billing of 98.5% of the contract value. 98.5% of the max mod price of \$3,600,000. results in an amount of \$3,550,000. that has been paid to date on the modifications. Further, SupShip Seattle is withholding \$1,680,000. in retention and \$576,000. in contract billings for a total withholding of \$2,256,000. A settlement of \$2,580,000 on the max mod values of \$3,600,000. would result in a credit due back to the government of approximately \$970,000. Taking the credit due the government from the amount still being withheld by SupShip Seattle would result in an amount due to NMIW of approximately \$1,286,000.

Foster Max Mod Negotiations (continued) October 5, 1988 Page Two

While the offer by SupShip Seattle would allow an approximate \$1,000,000. cash payment to NMIW (SupShip would still withhold an amount for the Litton matter), the settlement offer does not reflect the <u>value</u> entitled to NMIW for the maximum priced modifications. It appears that SupShip's offer is to only pay for costs incurred.

A review of our total project actual hours to budget hours, multiplied by the forward pricing rate, and adjusted for the Port of Portland fee results in the same value of \$2,580,000. Thus, it appears that the Navy's initial offer is to compensate NMIW only for the total cost of performing the contract, without any regard for our ability to perform under our budget for these three kit modifications, and the time extension modification. The Navy's offer reflects the type of settlement on a cost type contract rather than the firm fixed price contract of the FOSTER where we could benefit from our own efficiencies and past learning experience.

On Wednesday, October 5, 1988, we met again with the SupShip Seattle Contracting Officer to discuss their offer of settlement. Our position was a request for SupShip Seattle to review the data again, to focus upon NMIW's ability to under run the budgets for these modifications, the inefficiencies caused by these modifications, and the full value of these modifications as a result of the problems and the Government supplied materials and information. The Contracting Officer agreed to review the data once again, and take a different view of the modifications and NMIW's performance. NMIW anticipates further discussions with the Contracting Officer by approximately October 13 or 14, 1988.



MAILING

P.O. BOX 3109

PORTLAND, OR 97208 ADDRESS:

> 5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

PHONE:

(503) 285-7557

910-464-6107 NORMARINE PTL

September 12, 1988

MEMO TO:

Jim Beall

FROM:

J. J. Coleman/Don Nugent

SUBJECT:

Outstanding Retention Issues

The following is submitted for your use.

Α. MSCPAC, Oakland

> USNS MERCY Post shakedown availability (March-April) Ship departed April 9, 1988. All warranty work has been completed with exception of \$1500 (est). Spare parts (\$5,000) required to be bought when directed by MSC. MSC still has not verified that all engineering work is complete. NMIW says it is.

Retention -

\$151,360

Progress -

110,759

Total Withheld

\$260,619

+704

USNS ZEUS Availability (July - August) Final Mod (P005) has been negotiated and submitted (12 September) to MSC. No outstanding issues.

Total Withheld

\$58,000

USNS KAWISHIWI Overhaul (13 June - 20 August)
Major issue is NMIW claims that MSC late award plus numerous changes and actions/inactions on the part of MSC delayed and disrupted NMIW's production efforts. We have told MSC that we believe we are entitled to an equitable adjustment. On 26 August we negotiated with MSC a \$340,000 modification on MSC agreed elements and reserved our rights to go forward with a request for Equitable Adjustment on remaining disputed items. Based upon our insisting to reserve our rights, this \$340 K modification has not been executed by MSC. Warranty work is minor in nature.

Outstanding Retention Items September 12, 1988 Page Two

MSCPAC - USNS KAWISHIWI (continued)

Total for three ships

\$1,169,000

B. U.S. NAVY - Supervisor of Shipbuilding - Seattle

USS PAUL F. FOSTER

Warranty period for Foster will expire 29 September 1988, 90 days after vessel departure on 1 July 1988. All incomplete work and/or warranty issues have been/will be responded to promptly and efficiently.

There currently exists five (5) large, unsettled contract modifications (Max Mods). They are:

- 1) Sonar Kit
- 2) LAMPS Kit
- 3) VLS Kit

These three Max Mods involve work efforts and material costs associated with the substitution of Government Furnished Kit materials after vessel arrival in the shipyard. The Max Mod values include direct costs as well as costs associated with impacts due to the untimely incorporation of the substitutions.

4) #2 Generator Replacement

This Max Mod has a value of approximately \$170,000. Work scope included replacement of a Government Furnished Generator. This work was directed by the Government during the last two months of vessel availability. Work efforts proceeded well and allowed satisfaction of all critical end of availability schedules (i.e., light-off, dock trials, sea trials).

Outstanding Retention Issues September 12, 1988 Page Three

- B. US NAVY USS PAUL F. FOSTER (continued)
  Recent contacts with SupShip Seattle indicate that the Government will be prepared to negotiate this Max Mod in the near future.
  NMIW's definitive pricing proposal has been submitted to the Government since 29 July 1988.
  - 5. One (1) Month Contract Extension

This Max Mod has a value of \$1,939,845. The scope included an extension of the contract due to Government responsible delays and other impacts to the original contract schedule.

Recent contacts with SupShip Seattle indicate that this Max Mod is under review by the Government Review Team in Seattle, who have not yet determined the Government's position. A request for audit has been issued by SupShip Seattle. NMIW's pricing proposal was submitted on 5 May 1988.

Total retention being withheld by the Government for the Foster overhaul amounts to \$2,282,071.00. The Supervisor feels justified in holding these funds to protect his perceived exposure on the unsettled modifications. The Government estimates are reportedly unrealistically low compared to NMIW's.

In addition, the final performance fee judgment period expires at the close of the warranty period. NMIW fully expects to be awarded approximately a conservative \$400,000 of the total monies available for this final period.

Offered solution to USN problem:

Inasmuch as the OKINAWA contract is ongoing at NMIW, the Navy could easily offset its release of retainage on FOSTER by decreasing OKINAWA progress payments if it were later found that the Navy had overpaid on FOSTER. This approach has been utilized by SupShip Seattle on past overhauls of OBSERVATION ISLAND, for example. This would fully protect the Government's interests while providing NMIW with the continued working capital needed.

#### C. CLAIMS STATUS REPORT

CUSHING Status:

Change Board has approved the Government's position today, which makes CUSHING available for negotiations now.

Outstanding Retention Issues September 12, 1988 Page Four

#### CLAIMS STATUS REPORT (continued) С.

DULUTH Status:

Ready to negotiate, pending return of Gene Hulsey during week of 12 September 1988.

#### STORIS Status:

Several price proposals are ready for negotiation. (claim) itself still under final preparation by NMIW. The REA



Norm Just

#### **MEMORANDUM**

T0:

Bill Zavin

FROM:

John Jozwick

SUBJECT:

Meeting with Commodore, Military Sealift Command, Pacific

USNS KAWISHIWI

The following points should be discussed with the Commodore regarding our working relationship with MSCPAC in the past, during the KAWISHIWI contract, and what it will be like on the USNS HIGGINS and future MSCPAC contracts.

#### PAST WORKING RELATIONSHIPS

- \* Northwest Marine Iron Works and MSCPAC have always worked in a commercial contract environment.
- \* All changes and adjustments left unresolved during the contract were settled upon redelivery or soon thereafter.
- \* The relationship among NMIW, the MSC Port Engineer and MSC Contracting Officer allowed for an equitable settlement of all contracts.

## USNS KAWISHIWI ON DO nouth

- \* NMIW and MSCPAC entered into the KAWISHIWI contract in the spirit of cooperation.
- \* NMIW and MSCPAC entered the contract as a commercial type of contract.
- \* NMIW and MSCPAC entered into this contract with the cooperation described above even though the ship arrived before award of the contract was made.
- \* The Contracting Officer was fully aware that, as a result of the extremely late contract award, NMIW had lost the drydock availability that was discussed during the best and final discussions on June 1, 1988. Between June 1, 1988 and the date of ship arrival, without an award being made on the contract, NMIW could not hold the drydock open. Once again, the Contracting Officer was made aware of this fact during the Notice of Award conversation.

Meeting With Commodore September 16, 1988 Page Two

#### USNS KAWISHIWI (continued)

\*

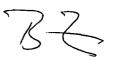
- \* The Contracting Officer assured NMIW that the issues of late contract award, and the lost drydock availability, would all be resolved equitably in the usual cooperation between NMIW and MSCPAC.
- \* NMIW performed the KAWISHIWI contract in the usual commercial fashion, negotiating changes with the Port Engineer, for the direct scope of work. NMIW was led to believe that unresolved issues and adjustments necessary to the contract price as a result of delay and disruption would be adjusted at the end of the contract in the customary dealing with MSCPAC.
- \* Even though NMIW was led to believe by the Contracting Officer and the on-site personnel that these outstanding issues would be equitably settled by the end of the contract, contract modifications were being issued by MSCPAC with release language.
- \* By the end of the contract, NMIW had incurred substantial costs above the contract value. A significant portion of these costs were caused by unresolved issues, unnegotiated delay and disruption, impact from ship's force, and the other customary problems associated with a short availability period.
- \* The Contracting Officer arrived during the week of August 22, 1988 to resolve the outstanding issues on the contract.
- \* Discussions revealed that MSCPAC was now standing behind release language to limit NMIW's entitlement to adjustment in the contract price.
- \* NMIW and the Contracting Officer are still attempting to determine an equitable adjustment for the completion of the KAWISHIWI contract.
- \* Although NMIW was led to believe that it would be equitably compensated for performing the contract, MSCPAC has taken an adversary position on entitlement.
- \* NMIW has not received, nor does it appear that MSCPAC is willing to agree to, an <u>equitable</u> adjustment for the work performed on the USNS KAWISHIWI.

· ON DD 6 worth -

Meeting with Commodore September 16, 1988 Page Three

#### USNS HIGGINS AND FUTURE CONTRACTS

- \* NMIW has now entered into a contract on the USNS HIGGINS.
- \* MSCPAC has commented that NMIW is changing its working relationship with MSCPAC to a less desirable adversarial position on the HIGGINS contract.
- \* NMIW is dismayed at these comments considering MSCPAC's position on the KAWISHIWI contract.
- \* NMIW feels that it has been forced by actions of MSCPAC to change its relationship with MSCPAC.
- \* NMIW feels it has no choice but to take an adversarial position to reserve its rights as a result of the KAWISHIWI contract on the HIGGINS and on all future MSCPAC contracts.



Excepted from any release, waiver or contract provision are the following items wherein the Contractor expressly reserves its rights to claim additional costs, delays, impact, and/or disruption:

- 1. The costs associated with the straightening of the bent tail shaft. 8/3 8/9
- 2. All costs/delays associated with ship's force impacting testing. 8/9 8/14
- 3. All costs/delays associated with cargo tank cleaning. 1035 hours @27.00 = 27,918 8/5 - 8/12
- 4. All costs/delays associated with all condenser tube cleaning. 7/18 8/12
- 5. All costs/delays associated with ballast water removal. 8/8 8/12
- 6. All costs/delays associated with the warped condenser head. 8/5 8/12
- 7. All excusable delay associated with the dry-docking of the subject vessel from causes beyond the negligence or control of the Contractor. 7/28 8/15
- 8. All costs/delays after 20 July 1988 associated with the cumulative impact/delay or disruption from the total number, total scope, and timing of the change orders on this contract.
  6/24 8/12
- 9. Impact and/or disruption costs after 20 July 1988 that were incurred when the Port Engineer refused to include such costs/delays in the negotiation and price of individual change orders.
  6/24 8/12
- 10. All costs/delays associated with the repair, cleaning and painting of chain lockers.

  7/22 8/12

Inda 6

58,132 -> 10/14/88 ZEUS

262-119 +30 -> MRRy- TAID DO DATE

+112.600

SI042802 NWMAR139942

#### **MEMORANDUM**

September 13, 1988

TO:

Bill Zavin

FROM:

J.J. Coleman

**SUBJECT:** 

MSC Contract Status

REFERENCE: (a)

Phonecon MSCPAC A. Lawrence/NMIW Coleman

of 13 September 1988

I am not encouraged on MSC's actions on KAWISHIWI and MERCY. Following is a recap of reference (a).

ZEUS

- Invoice remaining \$58 K

MERCY

- MSC Engineering has not responded on drawing issue

- Spares MSC said to buy \$5,000 in spares as a token gesture. Huget will take for action.
- KAWISHIWI Lawrence now balking at \$340 K MOD as lawyers are having hard time supporting anything in that MOD except for the overtime premium. They don't like 40% disruption factor. Currently MOD is on hold. Lawrence is now interested in taking our 9 disputed issues and wrapping them up with one settlement of the TOTAL JOB. He intends to have Joel Suzuki (Higgins) work on this.

cc: G. Miller

J. Jozwick

D. Nugent

### NORTHWEST MARINE IRON WORKS

#### **MEMORANDUM**

September 14, 1988

T0:

Bill Zavin

FROM:

J. J. Coleman

SUBJECT:

Analysis To Support Fast Close Out of Kawishiwi

Met with John Jozwick and Terry Kingrey to develop a strategy for enticing MSC to close out KAWISHIWI in a timely manner. Below are our best estimates of remaining items on which we have not signed away our rights previously.

<u>Item</u>	Subject	<u>\$</u>	<u>Cum \$</u>	<u>Days</u>	<u>Cum Days</u>
1.	SF Testing Delay	35k	35k	+2	+2
2.	Cargo Tank Cleaning	33k	68k	0	+2
3.	Condenser Tube Cleaning Delays	10k	78k	+3	+5
4.	Warped Condenser Head	5k	83k	+1	+6
5.	Ballast Water Removal	7k	90k	0	+6
6.	Tail Shaft (Vendor cost increase is a wash MSC has agreed to pay.)	10k	100k	0	6
7.	Cumulative Impact After July 20 of Changes	100k	200k	. 0	6
8.	Port Engineer failure to to include impact/delay costs after July 20	100k	300k	0	6

Analysis to Support Fast Close Out of Kawishiwi September 14, 1988 Page Two

<u>Sub Total</u>	\$300k	+6
6 extra days wipes out liquidated damages of 91k for -3 days and nets an additional 3 days services	30k	<del>-</del>
Sub Total	\$330k	
Assume we can capture previous agreed to Mod	340k	
TOTAL	\$670k ====	

Attached job analysis shows job with \$600k additional revenue from above.

Based upon John's assessment, we will enter into a difficult, time consuming (resource) and perhaps expensive REA process if we cannot reach an agreement using some scenario like above. . . . the results of which may not be very fruitful.

cc:

- G. Miller
- D. Nugent
- J. Jozwick
  1. Kingrey

### NORTHWEST MARINE IRON WORKS JOB ANALYSIS

VESSEL:

SAN II

PREPARED:
JOB NO.

09-Nov-88 3380

		OO REPORT PO COMMIT)	ADJ	PROJECTED	RATE	BEST	WORST
PAYROLL:							
PROD HOURS		5976.5	-12.5	5964.0		5964.0	5964.0
PREM HOURS		377.0	0.0	377.0		377.0	377.0
PAYROLL		79,629	(92)	79,537	13.34	79,537	
PAYROLL BURDEN		44,405	(95)	44,310	7.43	44,310	44,310
DIRECT COSTS:							
MATERIALS		55,082	1,698	56,780	9.52	56,516	56,516
SUBCONTRACTORS	•	7,599	0	7,599	1.27	7,599	7,599
INVENTORY		5,742	0	5,742	0.96	5,742	5,742
MILEAGE		36	(36)	. 0	.0.00	0	0
MISC		0	0	. 0	0.00	0	0
SALVAGE		0	0	0	0.00	0	0
OTHER		0	0	0	0.00	. 0	0
TOP TARIFF		21,260	(3,411)	17,849	2.99	17,849	17,849
∠P U & R	5.70%	. 0	16,432	16,432	2.76		16,432
OVERHEAD BURDEN:		21,575	(53)	21,522		21,522	21,522
TOTAL COSTS	_	235,328	14,443	249,771	41.88	249,507	249,507
EXPECTED REVENUE				322,554	54.08	322,554	322,554
GROSS PROFIT				72,783	12.20	73,047	73,047
G & A EXPENSE				17,355	2.91		
INTEREST		,		6,859			
INIEKEDI							
		-		48,570	8.14		
*******	*****	*****	****	*****	*****	****	******
					BILLING	G SUMMARY	
CONTRIBUTION MARGIN		94,305					
CONTRIBUTION MARGIN	<b>X</b>	29.24%				BILLED	COLLECTED
GROSS PROFIT		72,783		3380		•	300,000
GROSS PROFIT %		22.56%		3380A		22,554	22,554
CURRENT MONTH GROSS I	PROFIT	72,783				322,554	322,554
PRIOR G/P RECOGNIZED	·	73,000			:	========	2==2====
CGE		(217)					

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### NORTHWEST MARINE IRON WORKS JOB ANALYSIS

VESSEL: PREPARED: USNS ZEUS 21-Nov-88

JOB NO.

3360

PAYROLL: PROD HOURS 10912.5 PREM HOURS 2383.5 0.0 2383.5 2383.6 23.65 23.07 25.75 26.06.6 2.25 42.02		800 REPORT (PO COMMIT)	ADJ	PROJECTED	RATE	BEST	WORST
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PAYROLL BURDEN 81,080 (15) 81,065 7.43 81,065 156,076		10912.5	0.0	10912.5		10912.5	10912.5
PAYROLL BURDEN 81,080 (15) 81,065 7.43 81,065 81,065  DIRECT COSTS:  MATERIALS 93,531 (51,506) 42,025 3.85 42,025 42,025 SUBCONTRACTORS 164,865 27,272 192,137 17.61 192,137 192,137 INVENTORY 7,256 0 7,256 6.66 7,256 7,256 MILAGE 93 (43) 50 0.00 50 50 MISC 0 3,000 3,000 0.27 3,000 5,000 SALVAGE 0 0 0 0 0.00 0 0 0 OTHER 0 0 0 0 0.00 0 0 0 OTHER 123,930 (44,415) 79,515 7,29 79,515 79,515 POP U & R 5.70% 47,786 (789) 46,997 4.31 46,997 46,997 OVERHEAD BURDEN: 39,394 (8) 39,386 3.61 39,386 39,386  TOTAL COSTS 713,954 (66,447) 647,508 59,34 647,507 649,507  EXPECTED REVENUE 951,027 87.15 951,027 951,027  GROSS PROFIT 303,519 MSC 3360 43,241 643,241 GROSS PROFIT 303,519 MSC 3360A 282,036 282,036 MSC 3360B 25,750 25,750  CURRENT MONTH GROSS PROFIT 303,519 ROSS PROFIT 303,000	PREM HOURS	2383.5	0.0	2383.5			
DIRECT COSTS:  MATERIALS  MATERIALS  SUBCONTRACTORS  164,865  27,272  192,137  17.61  192,137  192,137  180ENTORY  7,256  0 7,256  0 7,256  0 7,256  0 7,256  0 0,00  50  MISC  0 3,000  3,000  3,000  0,07  0,000  0 0,00  0	PAYROLL	156,019	57	156,076	14.30	156,076	156,076
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CURRENT MONTH GROSS PROFIT 303,519 PRIOR G/P RECOGNIZED 303,000 ===============================	GROSS PROFIT %	31.91%	ì	MSC	3360A	282,036	282,036
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			•				

### NORTHWEST MARINE IRON WORKS JOB ANALYSIS

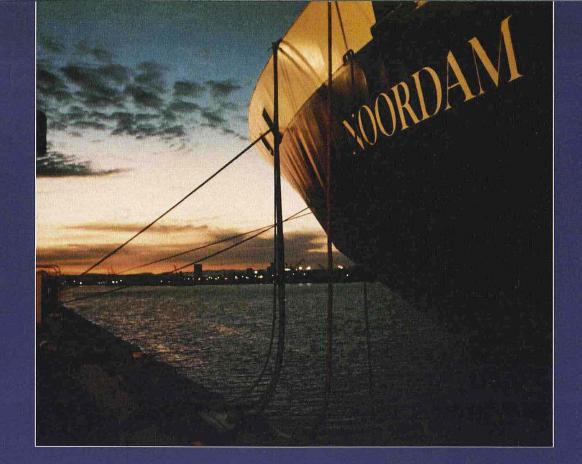
VESSEL:

WCS: COAST RANGE

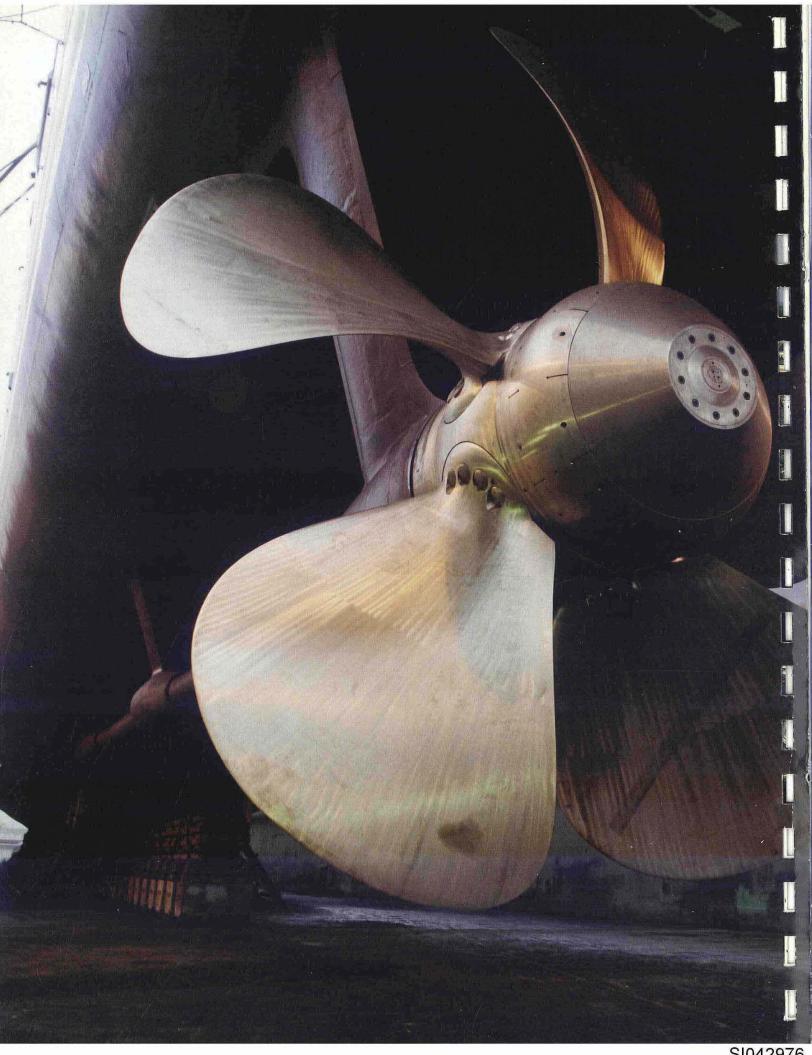
PREPARED: JOB NO. 21-Nov-88 3391

		800 REPORT (PO COMMIT)	ADJ	PROJECTED	RATE	BEST	WORST
PAYROLL:	•	•					
PROD HOURS		8875.5	-1.0	8874.5		8874.5	8874.5
PREM HOURS		271.0	0.0	271.0		271.0	271.0
PAYROLL	-	115,227	(13)				
PAYROLL BURDEN		65,945	1,498	67,443	7.60	67,443	67,443
DIRECT COSTS:							
MATERIALS		31,837	13,944	45,780		45,780	45,780
SUBCONTRACTORS		23,788	7,525	31,313			-
INVENTORY		9,863	0	-	1.11	9,863	9,863
MILEAGE		137	0	137		137	137
MISC		0	0	0	0.00	0	0
SALVAGE		0	0	. 0		0	. 0
OTHER		0	- 0	. 0		0	0
POP TARIFF		24,300	(2,774)	21,526	2.43	21,526	21,526
POP U & R	5.70%	14,000	5,825	19,825	2.23	19,825	19,825
OVERHEAD BURDEN:		32,041	5,664	37,705	4.25	37,705	37,705
TOTAL COSTS		317,137	31,669	348,806	39.30	348,806	348,806
EXPECTED REVENUE	÷			389,166	43.85	389,166	389,166
GROSS PROFIT				40,360	4.55	40,360	40,360
G & A EXPENSE				25,825	2.91		
INTEREST			¥	10,206	1.15		
				4,329	0.49		
*****	*****	******	*****	*****	*****		*****
COMMUTATION MARCEN		70 044		•	PILL	NG SUMMARY	
CONTRIBUTION MARGIN		78,064					
CONTRIBUTION MARGIN	*	20.06%				BILLED	COLLECTED
GROSS PROFIT		40,360		WEST COAST		-	
GROSS PROFIT %		10.37%			3391A		50,000
CURRENT MONTH GROSS	PROFIT	40,360			3391B	14,166	14,166
PRIOR G/P RECOGNIZED		41,166				389,166	389,166
						========	
CHANGE		(806)					

212 232



# NORTHWEST MARINE IRON WORKS



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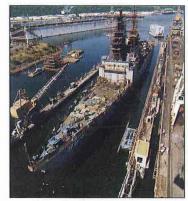


Jim McClure Rigging Superintendent "At Northwest Marine we do the job right, it's the only way to work."

Northwest Marine. The Job We Do. Keeping the Marine Industry Working.

orthwest Marine Iron Works is dedicated to a single job: Keeping the marine industry working. As a *full-service* ship repair and construction company, we provide services from ship overhaul and repair to conversion, modernization and new construction. No job is too simple. Or too complex. Our comprehensive facilities and skilled work force allow us to service your vessel on time *and* within budget. And we've been providing this quality service for over 45 years.







#### The Customers We Serve. From All Ports and Businesses.

As the most flexible and capable shipyard on the Pacific Rim, Northwest Marine Iron Works provides quality service and repair on all types of ocean and inland waterway vessels.

Northwest Marine's customer list includes tankers of all sizes; U.S. Navy, Coast Guard, MSC and other government vessels; cruise ships, bulk container and RO/RO ships; barges, fishing and other specialty vessels.

Our reputation for quality work, performed on-time and within budget is known worldwide. Accordingly, customers seek us out from around the globe—East Coast and West, South America, Europe and Asia, and across the Pacific Rim.

In servicing such a diverse customer base, we pride ourselves on consistently meeting the unique demands of each job; whether it's the deadline demands of a cruise ship repair, the budget constraints of a government contract, or the drydock and oily waste disposal requirements of an oil tanker overhaul.

Knowledge and experience, innovation and versatility. Reasons why Northwest Marine Iron Works has become the leading choice of the world's maritime industry.









Bill Hall Shipwright Foreman "Making them (the ships) like new is our goal."





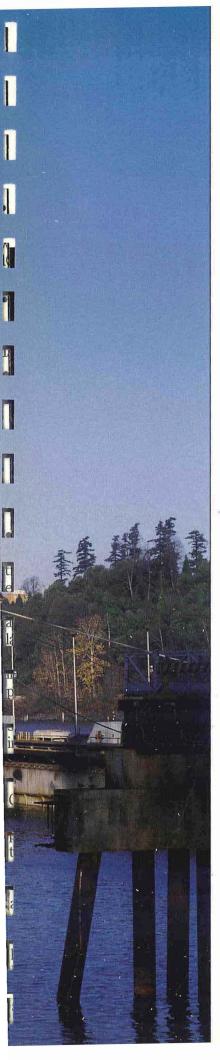








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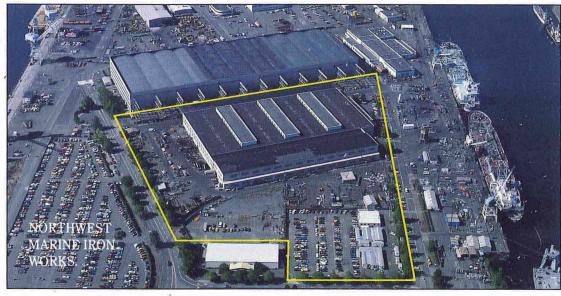
Little Stewart **Labor Foreman** "Our guys know that extra effort is what brings customers back'.

Northwest Marine. The Company We Are. A Tradition of Outstanding Marine Maintenance.

he knowledge and skill required to service the marine industry is acquired only through experience. And at Northwest Marine Iron Works, that experience is built on more than four decades of developing technical skill and industrial savvy.

Northwest Marine employees also carry with them a special attitude, one that reflects their commitment to quality. Not only do they know their job and how to do it, they care about

how it's done. It all adds up to service and quality unrivaled in the marine repair industry.







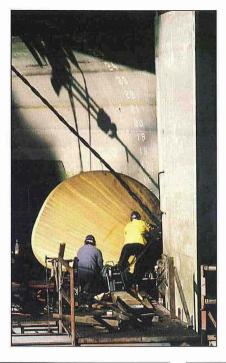
#### Talent Pool. Skilled Craftsmen Dedicated to Excellence.

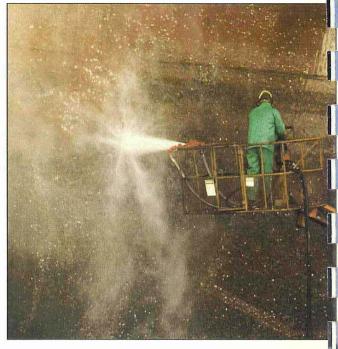
Northwest Marine Iron
Works operates all the necessary shops for new building,
modernization and repair.
Together these shops provide
Northwest Marine with a vast
pool of experienced workers to
draw on—available on-call to
handle your job quickly and
efficiently.

Our unique capability as a complete in-house ship repair and construction company is built on a solid foundation of skilled and experienced employees. Employees that are innovative, creative and hard working. Employees committed to excellence.

At Northwest
Marine nearly 1,000
of these highly trained
craftsmen meet every
challenge with quality
and integrity. We offer
total in-house ship
repair capability,
including structural,
mechanical, sheet
metal, electrical,
pipefitting, surface preparation
and coatings.

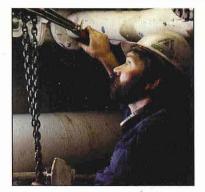
More important, these diverse craftsmen are bonded together by teamwork. For it's only by working in concert, as a team, that the highest quality can be achieved.



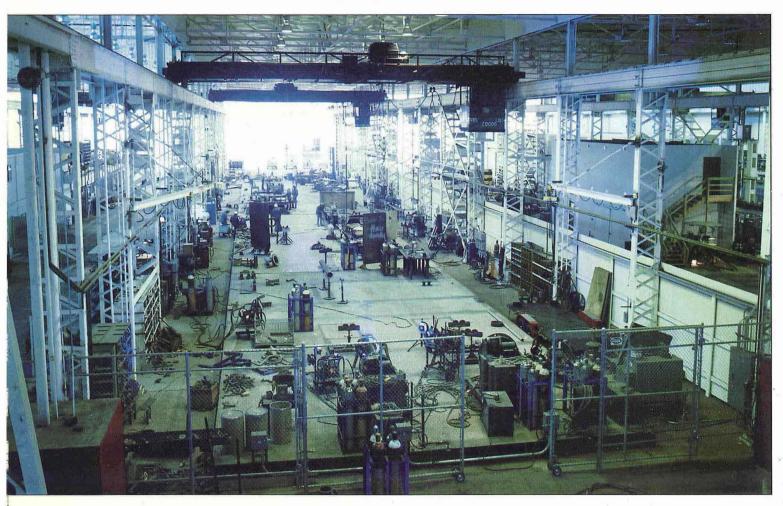








Roy McKay Pipefitter Superintendent "There isn't any aspect of ship repair we can't do. It's that simple. We do it all and we take pride in doing it right."



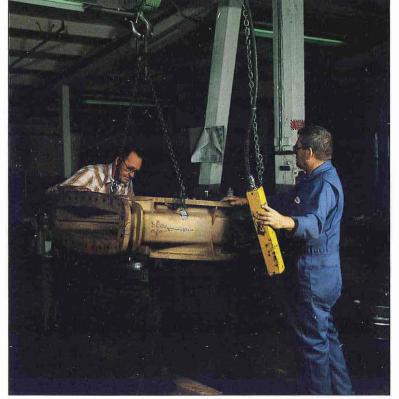


# Iron-Clad Commitment to Quality and Service.

Simply put: Northwest
Marine Iron Works is dedicated
to quality and service. We guarantee our work meets the most
exacting standards—yours.
Each project undergoes strict
cost controls to ensure consistency between the original job
estimate and final cost. Which
means we stay on budget.

We know the importance of completing the job on time, too. Our customers can't afford an extra day on drydock. That's why our survey teams and "tiger teams" work with the customer in advance to audit material and work force needs. That way we're already working on your project, usually long before the ship arrives in port.

Our employees also bring a special attitude to the job. Like pride in their work and a special feeling for the craftsmanship required for a quality job. But most important, they know ship work. They're experienced. They're problem solvers. And they're working for you.









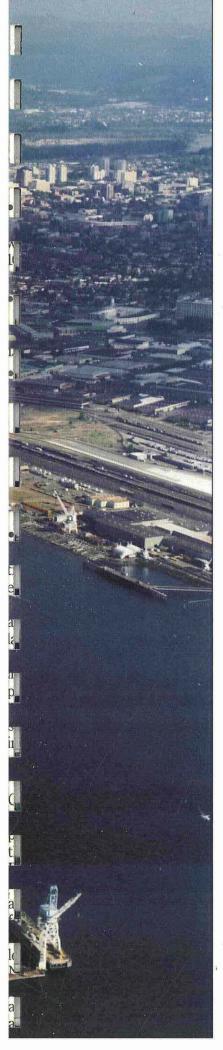


Dub Dickson
Machinist Foreman
"Mostly we try to think of the customer. It's our job to put in the time and effort required to make sure they're satisfied."





SI042986 NWMAR139961





Dick Clark Sheetmetal Worker "We care about the job we do and we make sure our work reflects that care."

Northwest Marine. Where We Work. Portland's Special Environment.

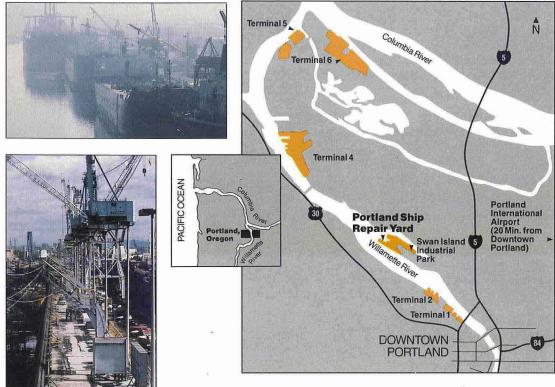
orthwest Marine Iron Works is located in Portland, Oregon, on the Willamette River's Swan Island, an industrial area 90-miles steaming distance up the Columbia River from Astoria on the Pacific Coast.

Portland serves as the transportation hub of the Northwest, linking the Columbia River—the region's major waterway—transcontinental railways, interstate highways and international air service. The rivers and the accompanying intermodal transportation system have built Portland into an international seaport and major

distribution center.

But there's more to Portland than industry. The "City of Roses" is a major Pacific Northwest city bustling with a dynamic downtown, cultural and sporting events and a progressive transportation network. Historic charm, neighborly people and unlimited outdoor

recreation—Mt. Hood and the coast, a short drive away—also help make Portland the region's premier metropolitan area.



## The Port Ship Repair Yard. Unsurpassed Facilities.

Northwest Marine Iron Works has a unique advantage that sets it apart from our competition—our own 14 acre site and 300,000 square foot facility within the Portland Ship Repair Yard—125 acres includes berths, drydocks and cranes. Northwest Marine Iron Works benefits from being the largest ship repair service situated in the PSRY. It's our experience and available craftsmen combined with the PSRY facilities that gives Northwest Marine a competitive edge.

The Port of Portland facilities include:

#### Drydocks.

Drydock #4, the largest on the Pacific Rim—Lift capacity: 87,000 long tons (82,196 metric tons). Length overall: 982 feet (299.3 meters). Clear width: 185 feet (56.4 meters). Crane service: 4 cranes, combined lift capacity to 246 tons.

Drydock #1—Lift capacity: 15,000 long tons (15,238 metric tons). Length overall: 598 feet (182.3 meters). Clear width: 88 feet (26.8 meters). Crane service: 3 cranes, combined lift

capacity to 100 tons.

Drydock #3—Lift capacity: 27,000 long tons (27,428 metric tons). Length overall: 661 feet (201.5 meters). Clear width: 114 feet (34.8 meters). Crane service: 3 cranes, combined lift capacity to 140 tons.











Don Sheridan Ship Superintendent

"I solve problems every day that help to get ships back working. It seems that I've been doing this forever and each year I get better at it."

erths.

The Port offers 15 deepwriter berths, for a total of 100 feet (3,079 meters) of berthing space.

Tranes.

The Port has 16 cranes with capacities ranging from 22.4 to 174.4 tons.

#### Support Facilities and Services.

Compressed air.

Electricity.

Natural gas.

Sewer disposal.

Foreign garbage disposal. Steam.

Water.

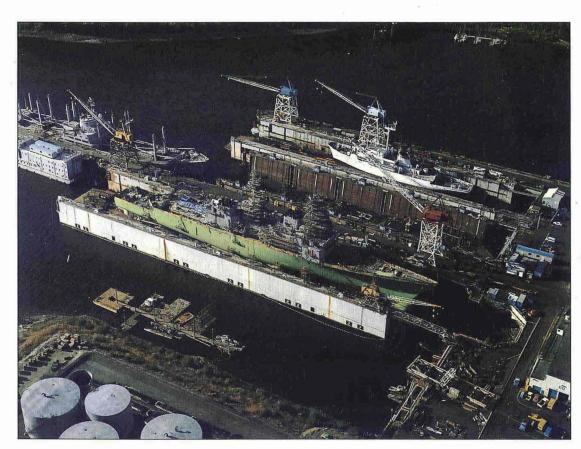
## Ballast Water Treatment.

The Port's ballast water to latment plant provides an e cellent means to handle oily waste within local, state, federal a linternational maritime regula ons. The system includes 8 connect stations, receiving lines, holding tanks, a heating pant, decant tanks, separators, processed waste storage, oil storage and water quality testin laboratory.

Shipping Channel.

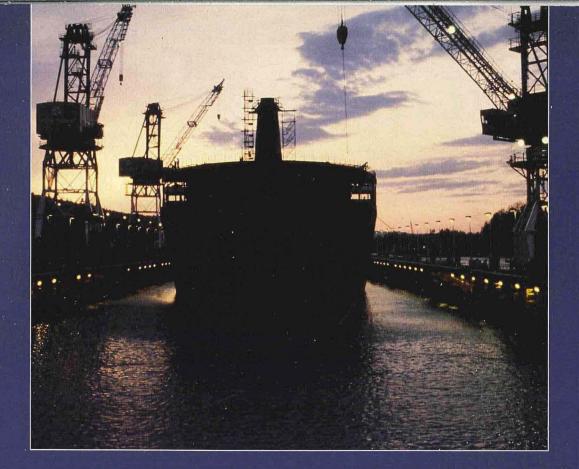
Maintained by the Army rp of Engineers from Astoria to Portland, a 40-foot-deep shipping channel allows passage of larger ships trading in the Pacific.

Northwest Marine features ighly skilled, trained work force, dedicated to performing ship repair work at the highest els. Together, the PSRY and Northwest Marine offer the finest ship repair, modernization d construction service availa e anywhere in the world.









## The Northwest Marine Commitment.

For over 45 years, Northwest Marine Iron Works has committed itself to ship repair, modernization and construction that exceeds the customer's most demanding standards. Standards which are no less demanding than our own.

Northwest Marine Iron Works. Keeping the marine industry working.



Northwest Marine Iron Works

P.O.Box 3109, Portland, Oregon 97208 Portland Ship Repair Yard

5555 N. Channel Ave., Building 2, Portland, Oregon 97217 503/285-7557 1/800/547-4782 TWX: 910-464-6107 NORMARINE PTL

© 1988 NORTHWEST MARINE IRON WORKS.

P02



# DEPARTMENT OF THE NAVY MASHINETON, AM LESSESSES

DEC UB 1388

CHANNED EXETERS ARE LAVAL RECHANGE FOR MUCHANGE

SUBJICTY AS NEW THREAT UPORISH PUBLIC/VAIVATE COMPETITIONS

RESI (a) LEK(SAL) MEND OF 8 OCTOBER 1988 FO NTO PROGRESS

The FY sy pop Appropries ions Act conference Repers contains the tollowing genguage:

Due to funding shoresalls, the Mary was required to change USB HORNE (CG-10) From FY-88. The conference agree the the the the Have two HTU evernaule at the configuration to the configuration to the configuration to the configuration of the configuration of the configuration to the configuration to the configuration of shell be competed between public and private yards.

Reference (a) teducated Deputy Chief of Mayel Operations (Logistics) (Op-04), to makes the impact of complying with the report language the Se Mac Plan. Materials (b) concluded the New Published by the Sentence (b) concluded the New Published by the Material Co be at vertained with the New Published by the Sentence (b) concluded the New Published by the Material Congressional report New Published Co. competition. Recommon (a) repeated the consequences of zeverides e eleutsteres copeans gard in Hyrrax excepent rener nearrows.

Labora gradules Arty Agranda sucrements of the Abbantistions. Committees, including the incoming and outgoing Chairmen of the Committees, including the incoming and outgoing Chairmen of the Defense Subcommittee of the House Appropriations Committee, and they remain edemans in support of the public private competition they remain edemans in support language concerning the NTO program and whole concerning the NTO program.

You are directed to include the Which in the public private conserence Report language of the provide by is becamer 1986 your plan to appear language. Please provide by is becamer 1986 your plan to appear language. Please provide by is becamer 1986 your plan to appear 1986 your plan to appear 1986 your plan to the originally spineduled availablely spineduled.

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# PORTLAND SHIP REPAIR YARD (PSRY) TARGETED ENTERPRISE BUILDING

John Africa L

December 15, 1988

**ALLIANCE** 

NASSCO

Newport News

Bath Iron Works

General Dynamics

Submarine Folks

Japanese Company

Korean Company

EEC Company

Nakata Gumi

Tacoma Boat

Peterson Builders

AT & T

Current Customer

XYZ Company

I Laus

**OPPORTUNITY** 

MHC-52

 $^{igcup}$  Drydock Construction

Submarine Demolition

New Threat Upgrade

Fish Processors

Grit Blast/Painting

Cableship Basing/Repair

PXM - Hydroful

Swath TAGOS

Industrial Fabrication

Yacht Manufacturing

Other Possibilities

1052 Frigate Modernization

# PORTLAND SHIP REPAIR YARD (PSRY) December 15, 1988 TARGETED ENTERPRISE BUILDING

#### 1. PURPOSE

فالإشريبي سيروب

To discuss the concept of "targeted enterprise building" which is "working together with projects, allies and assets with tailored and proportional rewards for success that meet the needs of the Contractor."

#### 2. SITUATION

- o Declining, increasingly difficult industry.
- o Contractors in crisis and worsening.
- o Cumulative retreat in the marketplace.
- o Intramural vs. international competition.
- o No end in sight to "business as usual" and no observable change.

#### 3. OBJECTIONABLE SCENARIOS

- o Closure or scaled down facilities.
- o Continued declining volume and employment.
- o Increased Port risk.
- o Continued decline in financial well-being.
- o Operation with undercapitalized contractors only.
- o Operation with one contractor only.
- 4. CONTRACTOR VIEWS ON 2-3?

#### 5. TARGETED ENTERPRISE CONCEPT

- o Targeted projects.
- o Targeted allies.
- o Forward reward to the Contractor for success.
- o Proportional customized reward to meet Contractor needs.

#### 6. IN DETAIL

- o Contractor acceptance of enterprise responsibility.
- o Contractor agreement to Port role.
- o Each enterprise exclusively customized.
- o Each enterprise rewarded according to Contractor need and proportioned to success.
- o Equity and balance in the distribution of rewards.
- o Not restricting pursuit of other opportunities except "business as usual" is not included.
- o Project and ally will have to be sold the pluses.
- o Expression of interest must be followed by commitment of resources.
- o Failing interest, program moves forward with others.

#### 7. OPPORTUNITY

- o Projects or programs giving long term results or long term change.
- o Projects or programs building the base of business, employment, and adding stability.
- o Projects and programs that build financial well-being.
- o Other possibilities.

#### 8. ALLIANCE

- o Companies that bring new capability, production efficiency, new markets, and new infrastructure to the shipyard.
- o Domestic, Far East or EEC.
- o Other possibilities.
- 9. CONTRACTOR VIEWS ON 5,6,7,8?



Box 3529 Portland, Oregon 97208 503/231-5000 TWX: 910-464-5105

October 7, 1988

Mr. J. L. Adriaanse Vice President Holland America Line 300 Elliott Avenue, West Seattle, WA 98119

Dear Mr. Adriaanse:

Thank you for your letter of August 9 (received on September 21, 1988). The Portland Ship Repair Yard (PSRY) is anxious to accept the challenge of your upcoming projects. Holland America's growth, the growth of the cruise industry, and our participation in your success is of great importance to us.

We appreciate and understand your attention to costing. Our intention is to ensure that costs equate with value received. We believe the contractors at PSRY can provide the best overall value for your repair dollar.

Guy Alvis, Manager of PSRY, works closely with the contractors at the yard, and will be happy to help you develop the best course of action. Guy will be calling you soon to arrange a meeting.

Thank you for your letter. I look forward to seeing dark blue hulls at PSRY often over the next 30 months.

Yours very truly,

Robert L. Woodell

it L Wood

Executive Director

Robert Ames, President, Port of Portland Commission

Guy Alvis, General Manager, PSRY

William H. Zavin II, President, Northwest Marine Iron Works

Loy Kahler, President, Cascade General Inc.

Douglas Watson, President, West State Inc.

COLUMBIA

Port of Portland offices located in Portland, Oregon, U.S.A., Boise, Idaho, Chicago, Illinois, New York, N.Y., Washington, D.C., Hong Kong, Manila, Seoul, Singapore, Sydney, Taipei, Tokyo, Henley-on-Thames, England

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Box 3529 Portland, Oregon 97208 503/231-5000 TWX: 910-464-5105

September 30, 1987

Mr. J. L. Adriaanse, Vice President Holland America Lines 300 Elliott Avenue W. Seattle, WA 98119

PORTLAND SHIP REPAIR YARD (PSRY)
FLEET TARIFF DISCOUNT (REVISED) FOR
MV NOORDAM, MV NIEUW AMSTERDAM, SS ROTTERDAM

Thank you for sharing your time to discuss your concerns with the September 3, 1987, discount letter. We are pleased to offer the following revised fleet tariff discount for your commitment of three drydock and repair events for Holland America detailed by Northwest Marine Iron Works as follows:

Ship	<u>Date</u>	<u>Tariff</u>	Use Fee	Discount
MV NOORDAM	9/87	\$107,368	\$ 22,647	\$20,000
MV NIEUW AMSTERDAM	5/88	107,368	22,647	20,000
SS. ROTTERDAM	5/88	176,000	102,000	45,000
Total	*	\$390,736	\$147,294	\$85,000

The MV NIEUW AMSTERDAM and SS ROTTERDAM amounts are best estimates at this time and will need to be refined for application of the the discounts.

Tariff No. 37-B is the applicable tariff. If the fully calculated PSRY revenue is more or less than stated in this proposal, the amount of the discount will be adjusted accordingly as a prorated percentage of the combined fleet package. The combined fleet discount percentage is the same as you have received in the past.



Port of Portland offices located in Portland, Oregon, U.S.A., Boise, Idaho, Chicago, Illinois, New York, N.Y., Washington, D.C., Hong Kong, Manila, Seoul, Singapore, Sydney, Taipei, Tokyo, Henley-on-Thames, England

J. L. Adriaanse September 30, 1987 Page 2

We request your written acceptance of this discount proposal and commitment of work. We will begin to apply the discount when we receive your letter.

We look forward to serving your fleet in the coming year. you have any question, please call me toll free at (800) 547-8411, Ext. 569.

David A. Cheramy, Marketing Markager

Portland Ship Repair Yard

cc: William H. Zavin, Northwest Marine Iron Works

Nick Calley, Northwest Marine Iron Works

Guy Alvis

Ray Eggersgluss

Jeff Twine Judy Greer Noter for POP meeting W woodell

1. POP Schooling Policy

- Luriine blocker Zeus - POP Liable For Liquatated Damages if assured by MSC.

- Let Contractors

Paux POLITICAL POSTURE

2. NANY TOURIST - Gray bid at Goll 373 Tourist

POP fails to recognize 0

revenue if we don't get the

Job. New Coreitent and

Sair Nowy Tourist with POP

shoring in growth at high rate

bot only to retent that it is

realized by POP

3. POP Space maketing - POP must not jeopardize Sacilities et PSRY in Support of Ship repair Contractors -

4 POP Parking - PROP most take strong Postion on policing parking 2013 - Drugs, Altahol, pridate Property

(UN)

POP Marksting - Should be focused on more what Correct Contractors news are viar going off alone.

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SI043134 NWMAR139974



# **PSRY** *MarketShare*

July 14, 1988

Loy Kahler, Cascade General William Zavin, Northwest Marine Iron Works Douglas Watson, West State Inc.

PSRY PRICING POLICY MEETING JULY 20, 1988 AT 10:00 AM

There will be a 90 minute meeting beginning at 10:00 AM on Wednesday, July 20, 1988 to discuss the market view points and overall competitor evaluations that we have prepared.

The results of this meeting will form part of the study and recommendation on pricing that we will complete in the next 30 days.

Please plan to attend this meeting with appropriate representatives of your organization. Your input is important to the process.

David A. Cheramy, Marketing Manager

Portland Ship Repair Yard

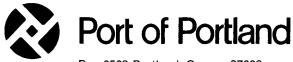
/kw

cc:

Bob Woodell (for info)

Guy Alvis

Rainer Steurze Ray Eggersgluss



BZ (Cust)

BC SC (Cust)

Box 3529 Portland, Oregon 97208 503/231-5000 TWX: 910-464-5105

March 24, 1988

Bill Zavin	NMIW	Cliff Pritchard	WSI
Ivan Chandler	NMIW	Alan Jones	WSI
Gill Miller	NMIW	Guy Alvis	PSRY
Ernie Brawley	Cascade	Jeff Twine	PSRY
Ted Frith	Cascade	Rainer Stuerze	PSRY

#### PRICING WORKPLAN

- 1. GENERAL
- o BROAD BRUSH VERSUS FINITE ANALYSIS WORK
- o SHORTER VERSUS LONGER SCHEDULE A longer time frame gives time for customer input and more detailed analysis, a shorter approach seems superior in terms of interim offshore competition and fleet discounting.
- o SCHEDULE SUGGESTIONS With interims solutions a schedule from 4-6 months seems acceptable.
- o REVISED PSRY WORK SCHEDULE PSRY has developed a schedule, that considers the concerns and suggestions.

RESEARCH	-	4 WEEKS
ANALYSIS	-	3 WEEKS
ALTERNATIVES	-	3 WEEKS
EVALUATION	_	2 WEEKS
IMPLEMENTATION	_	8 WEEKS

- o PARTICIPATION AND INTEREST WAINS The importance of an appropriate pricing policy is often not recognized, thus interest vanishes.
- 2. RESEARCH
- O LARGE AMOUNT OF ELEMENTS TO THE PRICING STRUCTURE.
- POSSIBLE QUICK FIXES.
- SURPRISE CHARGES PROBLEM Misc yard labor



Port of Portland offices located in Portland, Oregon, U.S.A., Boise, Idaho, Chicago, Illinois, New York, N.Y., Washington, D.C., Hong Kong, Manila, Seoul, Singapore, Sydney, Taipei, Tokyo, Henley-on-Thames, England



Box 3529 Portland, Oregon 97208 503/231-5000 TWX: 910-464-5105

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# PSRY MISSION STATEMENT

To build the heavy marine industrial fabrication business at PSRY.

#### **PSRY GOALS**

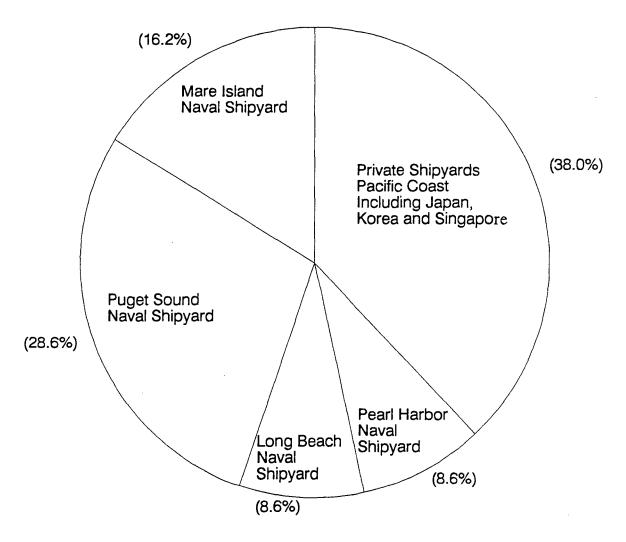
- BREAKEVEN PSRY must develop sufficient revenues to survive and remain free from taxpayer reliance.
- SERVE THE CUSTOMER PSRY must deliver the services the customer wants.
- PURSUE AVAILABLE MARKETS PSRY must increase the business of ship repair and attract previously untapped markets.
- UNDERSTAND OUR COMPETITION PSRY must exploit and improve the competitive advantages currently enjoyed.
- **BUILD STABLE EMPLOYMENT PSRY** must deliver a trained, motivated, productive and safe work force.

#### **PSRY GOALS**

- ACHIEVE OUR POLICY OBJECTIVES PSRY must have the understanding and support of policy makers.
- RETAIN COMMUNITY SUPPORT PSRY must create the active support of administrators action in all levels of government to achieve the best outcomes for the community.
- SUSTAIN A SUPERIOR FACILITY PSRY must continue to rehabilitate, maintain and improve the existing facility.
- **DEVELOP OUR ORGANIZATION** PSRY must have the leadership, people, tools and training to do the job.
- PROVIDE THE BEST VALUE PSRY must integrate each of its goals into an outstanding product.

# WHO IS PSRY'S COMPETITION?

# By FY 87-88 share of \$3.67 billion market for all shipyards

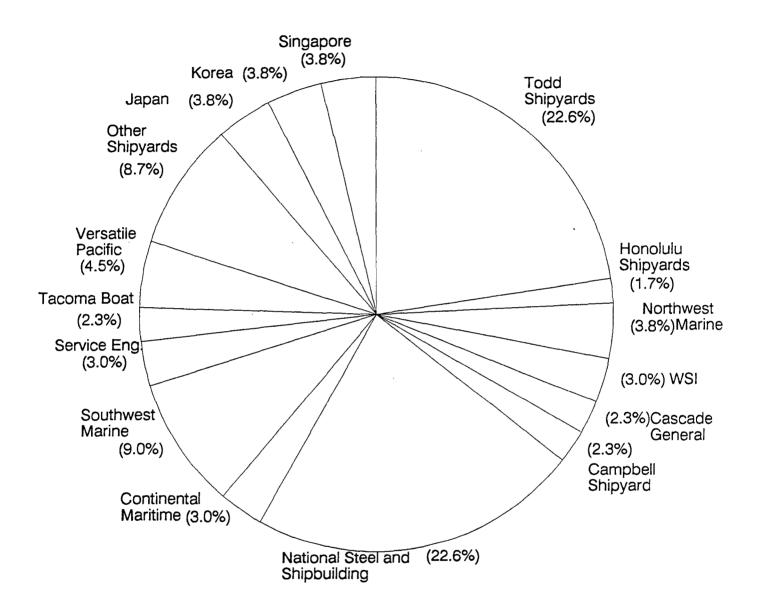


# Sales in \$ Millions

Private Shipyards	\$1,500
Pearl Harbor Naval Shipyard	300
Long Beach Naval Shipyard	300
Puget Sound Naval Shipyard	1,000
Mare Island Naval Shipyard	570
Total Market	\$3,670

#### WHO IS PSRY'S COMPETITION?

## By FY 87-88 share of \$1.5 billion market for private shipyards



#### "Other Shipyards" by market share in %

Martinac	1.1	Foss Shipyard	0.5
Ak/Wa	1.1	Lake Union Drydock	0.5
Marco	1.0	Duwamish Shipyard	0.5
A&E Industries	8.0	Fishermen's Boat	0.5
Al Larson Boat Works	8.0	Pacific Drydock	0.4
Dakota Creek	0.8	Pacific Marine Repair	0.4
Marine Power and Equipment	0.8	Sundial	0.4
Nichols Brothers	0.8	Ketchikan Shipyard	0.2

# **PSRY'S PERFECT (WORST) COMPETITOR**

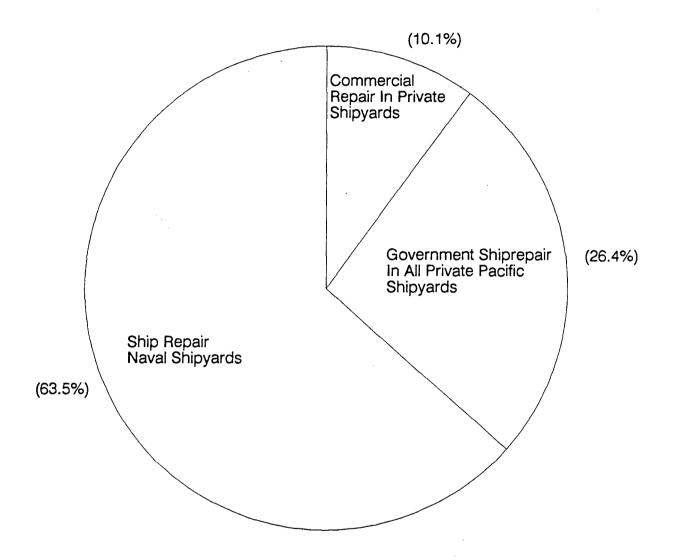
Trait	Maximum Score
Industry Survivor	52
Navy Contractor	. 48
Well Capitalized	44
Entrepreneurial	40
Multi-Market	36
Shipbuilder	32
Backlog of Work	28
Work with Labor	24
Brings Something New	20
Technically Capable	16
Politically Astute	12
Interest in Expansion	8
Large in the Industry	4
Total Maximum Score	364

# **PSRY'S COMPETITOR SCORES**

Best Possible	364
Korean Shipyards (Generic)	289
National Steel and Shipbuilding	285
Japanese Shipyards (Generic)	273
Puget Sound Naval Shipyard	237
Mare Island Naval Shipyard	224
Singapore Shipyards (Generic)	221
Pearl Harbor Naval Shipyard	219
Long Beach Naval Shipyard	203
Todd Shipyards	199
Northwest Marine Iron Works	193
Tacoma Boatbuilding	185
Campbell Shipyard	178
Southwest Marine	163
Versatile Pacific Shipyards	163
WSI	136
Marine Power and Equipment	131
Marisco	127
Continental Maritime	119
Marco	117
Cascade General	115
Service Engineering	111
and 9 others down to	23

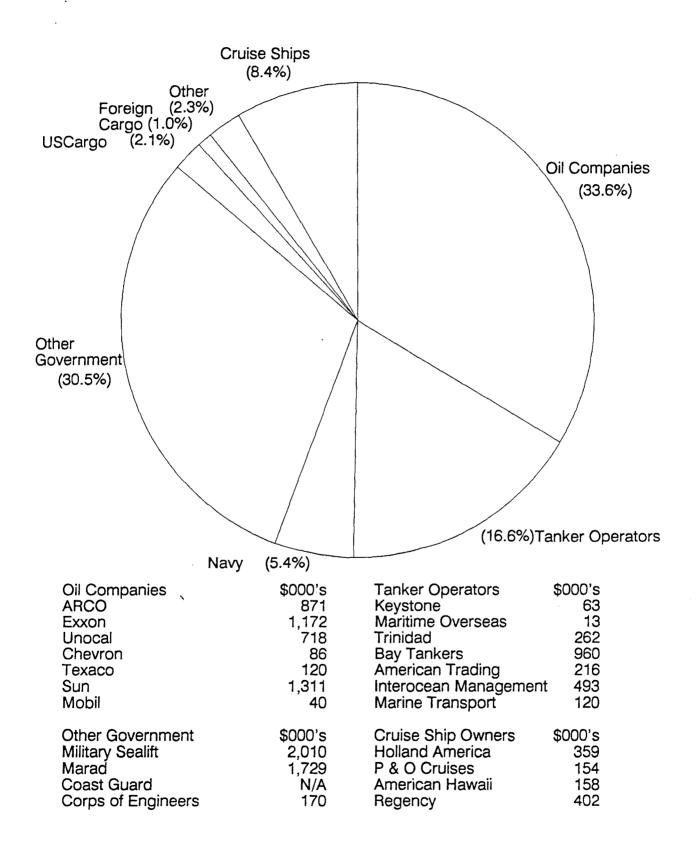
# WHAT ARE PSRY'S COMPETITOR'S MARKETS?

# By CY 87 share of \$3.7 billion total market



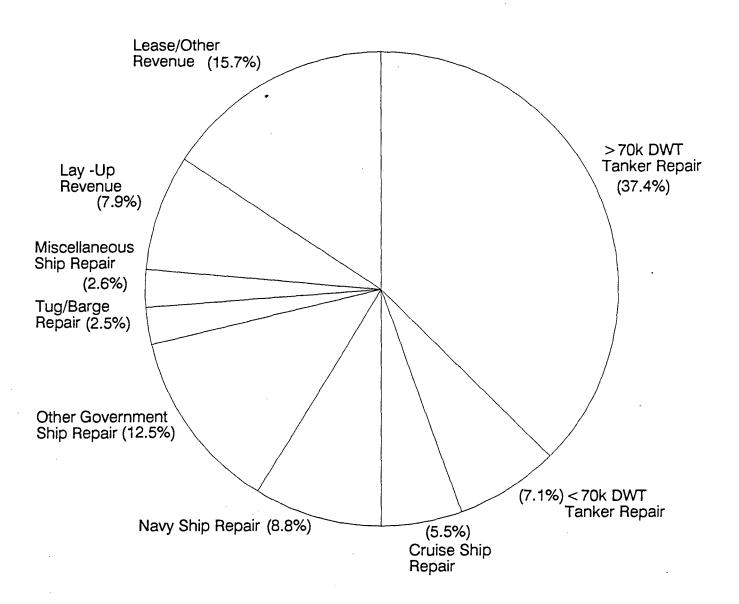
#### WHO ARE PSRY'S END USERS?

#### By customer for FY 87-88 ship repair sales of \$12.8 million



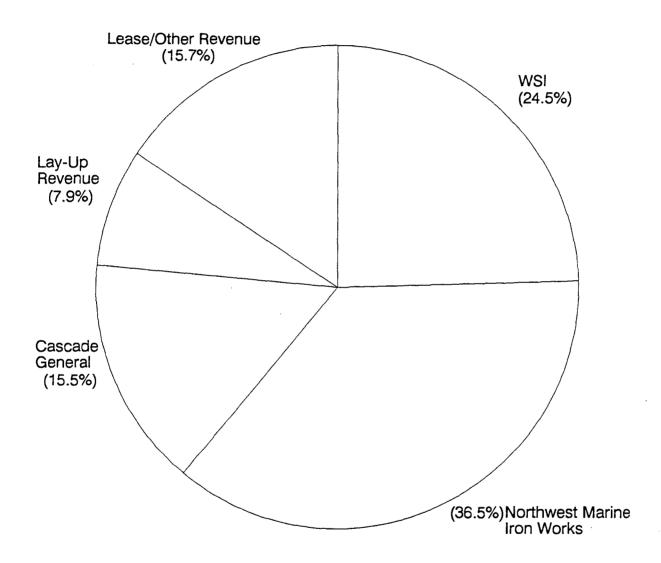
#### **PSRY REVENUE BY MARKET SEGMENT**

#### By CY 87 share of \$16 million total revenue



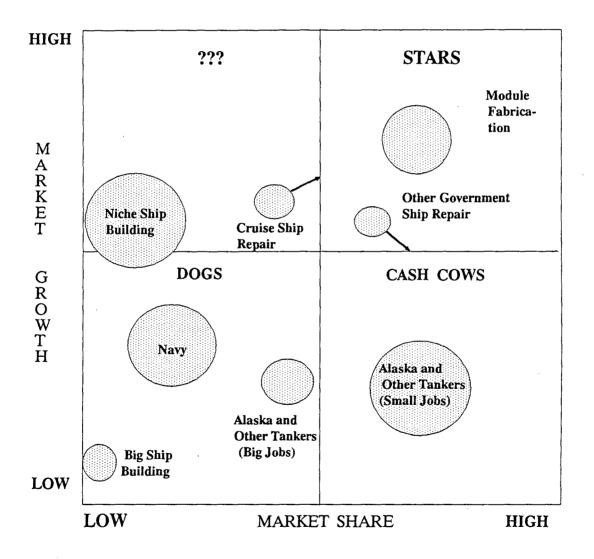
#### **PSRY REVENUE BY CUSTOMER**

#### By CY 87 share of \$16 million total revenue



# PROJECTED MARKET PERFORMANCE PSRY View

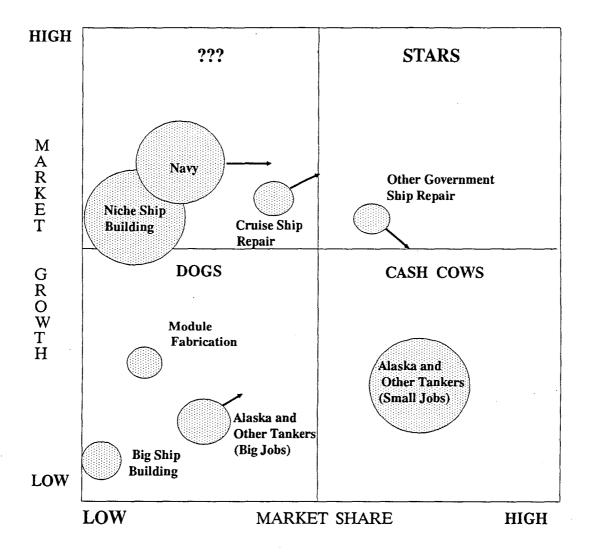
#### **BCG Matrix by Market Segment**



### PROJECTED MARKET PERFORMANCE

#### **Contractor View**

#### **BCG Matrix by Market Segment**



August 9, 1988

Mr. Robert Woodell Executive Director Port of Portland P.O. Box 3529 Portland, Oregon 97208

Dear Mr. Woodell:

Our company has completed its maintenance and upgrade schedule for work commencing from now through the end of our calendar year, 1990. We expect the volume of this maintenance work to approximate \$50 million.

The various repair packages we are planning are complex and rigorous undertakings. It is our intent to assign this work as soon as possible to assure an orderly flow of planning, scheduling, and supervision as well as long lead material ordering. As in all current day affairs of business, our anticipated cost to perform these significant upgrades is of paramount importance. I am writing you at this time to advise you of our view of a competitive pricing profile for the use of your facility by Northwest Marine Iron Works to accomplish this work.

We are prepared to commit to Tariff 37B as it is currently written with the proviso that the Use and Rehabilitation Fee be adjusted from 5.7% to the 1.4% rate assessed in previous years. We understand that in the event that we are unable to meet our \$50 million projection during the time frame discussed, the Use and Rehabilitation Fee would revert on a dollar per dollar basis back to 5.7% as outlined in your Tariff.

We believe that these rigorous projects could be performed in facilities other than yours. That would not, however, be our preference. We are prepared to have Northwest Marine Iron Works schedule firm bookings upon receipt of your signed acknowledgment of this tariff modification.

We look forward very much to a mutually exciting two and a half year period.

Yours very truly,

J. L. Adriaanse Vice President

Acknowledged and Agreed To:

	Date:	
Robert Woodell, Executive Director	•	
Port of Portland		

cc: Mr. Bob Ames, President, Port Commission

Mr. William H. Zavin II, President, Northwest Marine Iron Works

Mr. Guy Alvis, Port Ship Repair Yard

MAILING P.O. BOX 3109

ADDRESS: PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

PHONE: (503) 285-7557

TWX: 910-464-6107 NORMARINE PTL

July 29, 1988

Ray Eggersgluss Port of Portland

RE: POP invoice #74497

Additional labor charges on the Arco Texas

Dear Ray;

In several of our recent conversations with you, we have expressed our concern regarding late billings for charges incurred on quick turnaround commercial jobs. These type of jobs require timely and accurate cost information in order to effectively recover all costs incurred on a contract.

The Arco Texas departed on July 8, 1988, and was final billed on July 13, 1988. Port charges were included in that billing upon receipt of final invoices from your office on July 13. Under our contract with Arco, no additional billings can be made for additional costs incurred.

Due to our reliance upon your previous invoices as the final and complete charges incurred on the Arco Texas, and the fact that any additional charges for corrections to your invoices are not collectible by us, we have deleted the \$390 invoice from this weeks progress billing.

If you have any questions, please call.

Joe O'Rourke

Cost Accounting Manager

cc: Bill Zavin

Gil Miller Jim Coleman Ted Sharp

FOR THE PERIOD FROM 07/01/88 TO 08/25/89

COMPETITOR: LAX TODD SHIPYARDS

VALUE IN 100,000'S

PROJECTNAME	SEG	VALUE	START	END	MET	AREA	COM
HONTEREY				10/07/87			
USS CROMMELIN (FFG-3	USNAVY			09/23/88		LONG BEACH	LAX
FFG-61 NEWBUILDING	SHIPBLD	241.8	01/01/87	01/01/89	BID	NATIONAL	LAX

VOLUME WHOLE MARKET:

5291.2

VALUE COMPETITOR:

304.2

MARKETSHARE IN %:

5.75

FOR THE PERIOD FROM 07/01/88 TO 08/25/89 COMPETITOR: LAX SOUTHWEST MARINE

VALUE IN 100,000'S

PROJECTNAME	SEG	VALUE	START	END	MET	AREA	COM
USS ANCHORAGE (LSD-3 USS KNOX (FF-1052) USS RACINE (LST-1191	USNAVY USNAVY	100.5 81.0	04/04/88 08/29/88 01/01/89	12/02/88 02/17/89	RFP-1 BID		LAX LAX

VOLUME WHOLE MARKET: 5291.2 VALUE COMPETITOR: 266.3 MARKETSHARE IN %: 5.03

FOR THE PERIOD FROM 07/01/88 TO 08/25/89 COMPETITOR: PDX NORTHWEST MARINE IRON WORKS

VALUE IN 100,000'S

PROJECTNAME	SEG	VALUE	START	END	MET	AREA	COM
ARCO TEXAS	TANKER	6.2	06/28/88	07/06/88	BID	WEST	PDX
USS PAUL FOSTER (DD-	USNAVY	8.4	06/01/87	07/10/88	BID	WEST	PDX
USNS ZEUS (T-ARC-7)	OTHRGVT	10.4	08/14/88	08/21/88	BID	WEST	PDX
SANSINENA	TANKER	6.0	08/15/88	08/23/88	BID	WEST	PDX
USNS KAWISHIWI (T-AO	OTHRGVT	35.4	06/12/88	08/25/88	RFP-1	WEST	PDX
WOERMANN MERCUR	FNCARGO	5.0	07/07/88	09/01/88	BID	WORLDWIDE	PDX
COAST RANGE	TANKER	10.0	09/06/88	09/18/88	BID	WEST	PDX
EXXON BENICIA	TANKER	40.0	08/09/88	09/20/88	BID	PACIFIC	PDX
CORNUCOPIA	USCARGO	7.0	09/07/88	09/21/88	BID	WEST	PDX
USNS ANDREW J HIGGEN	OTHRGVT	1.1	08/12/88	10/11/88	PROPOSAL	WEST	PDX
SIERRA MADRE	TANKER	15.0	09/20/88	10/14/88	BID	WEST	PDX
USS OKINAWA	USNAVY	137.1	06/10/88	02/10/89	BID	WEST	PDX
IX-502	USNAVY		07/13/88			WEST	PDX
NIEUW AMSTERDAM	CRUISE	4.5	05/17/89	05/22/89	BID	PACIFIC	PDX

VOLUME WHOLE MARKET: 5291.2 VALUE COMPETITOR: 286.4 MARKETSHARE IN %: 5.41

FOR THE PERIOD FROM 07/01/88 TO 08/25/89

COMPETITOR: PUG TODD SHIPYARDS

VALUE IN 100,000'S

PROJECTNAME	SEG	VALUE	START	END	MET	AREA	COM
USS CAMDEN (AOE-2) EXXON NEW ORLEANS EXXON NEW ORLEANS USS SACRAMENTO (AOE-WHEC CUTTERS (8)	USNAVY TANKER TANKER USNAVY OTHRGVT	2.0 0.5 50.8		07/05/88 07/11/88 10/10/88	NEGOTIATED NEGOTIATED BID		PUG PUG PUG PUG PUG

VOLUME WHOLE MARKET: 5291.2
VALUE COMPETITOR: 465.6
MARKETSHARE IN %: 8.80

FOR THE PERIOD FROM 07/01/88 TO 08/25/89 COMPETITOR: SDO CAMPBELL INDUSTRIES VALUE IN 100,000'S

PROJECTNAME	SEG	VALUE	START	END	MET	AREA	COM
USS BUCHANAN (DDG-	4 USNAVY	60.0	07/18/88	10/21/88	BID	SAN DIEGO	SDO

VOLUME WHOLE MARKET: 5291.2
VALUE COMPETITOR: 60.0
MARKETSHARE IN %: 1.13

FOR THE PERIOD FROM 07/01/88 TO 08/25/89 COMPETITOR: SDO CONTINENTAL MARITIME VALUE IN 100,000'S

PROJECTNAME	SEG	VALUE	START	END	MET	AREA	COM
USS HOEL (DDG 13) USS DULUTH (LPD-6) USS RENTZ (FFG-46)	USNAVY USNAVY USNAVY	21.5 9.1	06/06/88 06/13/88	07/23/88 08/05/88 12/09/88	BID BID	SAN DIEGO SAN DIEGO SAN DIEGO	SDO SDO SDO

VOLUME WHOLE MARKET: 5291.2
VALUE COMPETITOR: 74.7
MARKETSHARE IN %: 1.41

FOR THE PERIOD FROM 07/01/88 TO 08/25/89 COMPETITOR: SDO NATIONAL STEEL AND SHIPBUILDING VALUE IN 100,000'S

PROJECTNAME	SEG	VALUE	START	END	MET	AREA	COM
USS ELLIOT (DD-967) USS BRISTO COUNTY (L USS SCHENECTADY (LST TAO-149 NEWBUILDING AOE-6	USNAVY USNAVY	35.0 35.0 574.8	09/15/87 11/14/88 01/30/89 01/01/88 01/01/88	03/10/89 05/26/89 01/01/91	BID BID BID	WEST SAN DIEGO SAN DIEGO NATIONAL NATIONAL	SDO SDO SDO SDO SDO

VOLUME WHOLE MARKET: 5291.2 VALUE COMPETITOR: 1704.2 MARKETSHARE IN %: 32.20

FOR THE PERIOD FROM 07/01/88 TO 08/25/89

COMPETITOR: SDO SOUTHWEST MARINE

VALUE IN 100,000'S

PROJECTNAME	SEG	VALUE	START	END	MET	AREA	COM
USS TRIPOLI (LPH-10)	USNAVY	4.8	04/18/88	07/15/88	BID	SAN DIEGO	SDO
,		18.3	04/04/88	07/29/88	RFP-2	WEST	SDO
USS HOEL (DDG 13)	USNAVY	52.0	06/17/88	09/30/88	IFB	SAN DIEGO	SDO
USS BRONSTEIN (FF-10	USNAVY	10.9	08/08/88	10/28/88	BID	SAN DIEGO	SDO
USS STEIN (FF 1065)	USNAVY	60.8	04/25/88	11/11/88	RFP-1	WEST	SDO
USS CLEVELAND (LPD-7	USNAVY	15.0	01/09/89	04/07/89	BID	SAN DIEGO	SDO
USS GEORGE PHILIPP	USNAVY	107.5	07/11/88	05/12/89	RFP-2	WEST	SDO
USS FORT FISHER (LSD	USNAVY	15.0	04/13/89	07/21/89	BID	SAN DIEGO	SDO
USS BRADLEY (FF-1041	USNAVY	11.0	06/15/87	09/18/89	BID	SAN DIEGO	SDO
USS JARRET (FFG 33)	USNAVY	114.9	10/10/88	10/03/89	BID	WEST	SDO
USS O'BRIEN (DD-975)	USNAVY	211.6	10/20/88	10/20/89	RFP-2	WEST	SDO

VOLUME WHOLE MARKET: 5291.2 VALUE COMPETITOR: 622.2 MARKETSHARE IN %: 11.75

FOR THE PERIOD FROM 07/01/88 TO 08/25/89 COMPETITOR: SFO CONTINENTAL MARITIME VALUE IN 100,000'S

PROJECTNAME	SEG		TART END	MET	AREA	COM
USS LANG (FF-1060) USS NEW ORLEANS (LPH	USNAVY	32.2 07	7/05/88 11/07/88 9/15/87 12/31/88	RFP-1	WEST BAY AREA	SFO SFO

VOLUME WHOLE MARKET: 5291.2
VALUE COMPETITOR: 51.5
MARKETSHARE IN %: 0.97

FOR THE PERIOD FROM 07/01/88 TO 08/25/89

COMPETITOR: SFO SERVICE ENGINEERING

VALUE IN 100,000'S

PROJECTNAME	SEG	VALUE	START	END	MET	AREA	COM
MANULANI ASPEN USS SHASTA (AE-33) AE-29,-32,-34	USCARGO TANKER USNAVY USNAVY	1.0 15.8	07/05/88 06/06/88	07/06/88 07/07/88 10/03/88 01/01/89	OTHER BID	WEST WEST BAY AREA HOMEPORT	SFO SFO SFO

VOLUME WHOLE MARKET: 5291.2
VALUE COMPETITOR: 37.6
MARKETSHARE IN %: 0.71

FOR THE PERIOD FROM 07/01/88 TO 08/25/89

COMPETITOR: SFO SOUTHWEST MARINE

VALUE IN 100,000'S

PROJECTNAME	SEG	VALUE	START	END	MET	AREA	COM
USS WITCHITA (AOR-1) USS GERMANTOWN (LSD- USS KANSAS (AOR-3)	USNAVY	18.4 12.1	05/16/88 06/13/88 10/17/88	09/12/88 09/16/88	BID BID	BAY AREA SAN DIEGO BAY AREA	SFO SFO SFO

VOLUME WHOLE MARKET: 5291.2 VALUE COMPETITOR: 230.5 MARKETSHARE IN %: 4.35

#### U.S.S. REASONER

<u>ITEM</u>		37B TARIFF	WITH NAVY TARIFF
992-10-001	Temp Services (vessel) Electric Power Steam Crane Berthage Mech. Utilities	137,840 60,950 197,640 67,014 25,185	137,840 60,950 197,640 67,014 25,185
992-11-100	Temp Services (barge) Electric Power Steam Berthage (244) Mech. Utilities	488,629 67,390 60,950 26,718 8,906  163,964	488,629  67,390 60,950 8,103 (74 days) 8,906 145,349
997-10-001	Drydocking and Undocking 1 lift day 59 lay days @3504' Special blocking	6,570 206,736 100,000  313,306	- - - 50,000
992-11-102	Ships Force Parking Facility Parking area	20,000	20,000
Est. 37B Ta	riff	\$985,899	
With Nav	y Tariff		\$703,978



JOB WORKSHEET By Northwest M	Varine Iven WKs Dat	e <u>8/0/88</u>
Ship Project USS REASONER	Тур	ie <u>FF-1063</u>
Owner Manager US NAUY		
Address Public/Private Com	petition	
Principle Contact Pat Wathon	Telephone (	202) 692-771
Work scope Regular Overhaul		
Significant Tasks CIWS, Masker (	Belts, HALON /HFFF 1	nstallation
LOA <u>438</u> Beam <u>47</u> Depth <u>25</u>	·	
Project Start: Early 9 5cm 81 Lat	е Days Fπ	Now
Project End: Early 25 Aug 89 Lat	e Total (	CAL Days <u>228</u>
Drydock Days $\frac{\sim 60}{}$ Berth Days $\frac{168}{}$ S	ervices Required: CA	(GO) CR (S) (W)
Local Contractors Bidding: CG NMIW	WSI Other	
OUTSIDE COMPETITION Interport Diff.	Drydock Situation	Remarks
Suim		Insafiable
NASCO		<b>1</b>
CONTINENTAL		Hungy
SERVICE ENGING		11
TEDD		• (
Bid Date 23 Aug Time 1400	Method RFP/FFP	Open/Closed
Bid Results Due	Customs Fees \$	
Total Job Value $\frac{125 \text{ K}}{225 \text{ K}}$ PSRY Tariff Value $\frac{11 \text{ M}}{500000000000000000000000000000000000$	PSRY Total Value Total Job Growth (E) Total PSRY Growth (E	\$ 25/M= 25 %
Suggested PSRY Discount Utili	USS D'BRIEN DIO	as prevaled

TEL: 503-233-4788

Aug 19,88 11:55 No.007 P.02

August 19, 1988

Mr. William H. Zavin, President Northwest Marine Iron Works 5555 North Channel Avenue Portland, Oregon 97217



PORTLAND SHIP REPAIR YARD (PSRY)
PRICING PROPOSAL FOR USS REASONER (FF 1063)

PSRY is plaeased to offer the following pricing option for the USS REASONER project:

- Tariff 37-B less \$285,000 rebate to be documented by credit memos on account; and
- Zero percent Use and Rehabilitation Fees on base bid work;
   and
- o Twenty percent Use and Rehabilitation Fees on supplemental and/or emergent work; and
- o In no case will the total of the Port's Use and Rehabilitation Fees and Tariff 37-B charges be greater than that which Port would have received with standard rates.

The above arrangement is intended to provide the Navy with the best overall value and to favorably impact your ability to be competitive on the base bid by approximately \$1,000,000.

This option requires NMIW acceptance of the following method of payment:

o Full payment of current Tariff 37-B charges weekly; less

( of ve

o Applied rebate of \$9500 weekly up to the maximum project rebate of \$285,000; plus

o \$16,700 per week minimum payment over the first thirty weeks of the project on estimated Use and Rehabilitation Fees on supplemental and/or emergent work, said amount shall be paid from commencement of the project to final completion,

leare

POP SHIP REPAIR YARD TEL: 503-233-4788

USS REASONER PRICING PROPOSAL

August 12, 1988

regardless of the them current status of emergent and/or supplemental work items.

- This weekly amount may be increased at each major project meeting with the Navy (at 25%, 50%, and 75% completion) based on the then current estimated value of the project, including supplemental and/or emergent work.
- Any shortfall in the Use and Rehabilitation amounts paid and the actual amounts due to Port will be adjusted at the end of the project.

It is understood that the drydocking of the REASONER will occur during the period from January 1989 through April 1989 and that it is not the intent of the Port or NMIW to disrupt full-tariff commercial work on any drydock.

If this letter is signed and returned to my attention by the close of business August 22, 1988, PSRY will honor this offer until September 30, 1988. The Port retains sole authority to interpret and administer this offer.

Guy J Alvis, General Manager Portland Ship Repair Yard

Accepted this day,

William H. Zavin, President Northwest Marine Iron Works

### U.S.S. REASONER

ITEM		37B TARIFF	WITH NAVY TARIFF
992-10-001	Temp Services (vessel) Electric Power Steam Crane Berthage Mech. Utilities	137,840 60,950 197,640 67,014 25,185	137,840 60,950 197,640 67,014 25,185
992-11-100	Temp Services (barge) Electric Power Steam Berthage (244) Mech. Utilities	67,390 60,950 26,718 8,906  163,964	67,390 60,950 8,103 (74 days) 8,906 
997-10-001	Drydocking and Undocking 1 lift day 59 lay days @3504' Special blocking	6,570 206,736 100,000  313,306	- - - 50,000
992-11-102	Ships Force Parking Facility Parking area	20,000	20,000
Est. 37B Ta	riff	\$985,899	
With Nav	y Tariff		\$703,978

August 19, 1988

Mr. William H. Zavin, President Northwest Marine Iron Works 5555 North Channel Avenue Portland, Oregon 97217

PORTLAND SHIP REPAIR YARD (PSRY)
PRICING PROPOSAL FOR USS REASONER (FF 1063)

PSRY is pleased to offer the following pricing option for the USS REASONER project:

- \* Tariff 37-B less \$285,000 rebate to be documented by credit memos on account; and
- \* Zero percent Use and Rehabilitation Fees on base bid work; and
- \* Twenty percent Use and Rehabilitation Fees on supplemental and/or emergent work; and
- \* In no case will the total of the Port's Use and Rehabilitation Fees and Tariff 37-B charges be greater than that which Port would have received with standard rates.

The above arrangement is intended to provide the Navy with the best overall value and to favorably impact your ability to be competitive on the base bid by approximately \$1,000,000.

This option requires NMIW acceptance of the following method of payment:

- \* Full payment of current Tariff 37-B charges weekly; less
- \* Applied rebate of \$9,500 weekly up to the maximum project rebate of \$285,000; plus
- \* \$16,700 per week minimum payment over the first thirty weeks of the project on estimated Use and Rehabilitation Fees on supplemental and/or emergent work, said amount shall be paid from commencement of the project to final completion, regardless of the then current status of emergent and/or supplemental work items.

USS REASONER PRICING PROPOSAL August 12, 1988 Page 2

- \* This weekly amount may be increased at each major project meeting with the Navy (at 25%, 50%, and 75% completion) based on the then current estimated value of the project, including supplemental and/or emergent work.
- \* Any shortfall <u>or excess</u> in the Use and Rehabilitation amounts paid and the actual amounts due to Port will be adjusted at the end of the project.

It is understood that the drydocking of the REASONER will occur during the period from January 1989 through April 1989 and that it is not the intent of the Port or NMIW to disrupt full-tariff commercial work on any drydock.

If this letter is signed and returned to my attention by the close of business August 22, 1988, PSRY will honor this offer until September 30, 1988. The Port retains sole authority to interpret and administer this offer.

Guy J. Alvis, General Manager Portland Ship Repair Yard

Accepted this day, August 22, 1988:

William H. Zavin, President Northwest Marine Iron Works



MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

FORTEAIND; OR 3/200

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

PHONE: (503) 285-7557

TWX: 910-464-6107 NORMARINE PTL

August 24, 1988

MEMO TO:

Guy Alvis

FROM:

Bill Zavin

SUBJECT:

Port Tariff

Confirming our discussion of this morning, Northwest Marine Iron Works supports the concept of Tariff 37B. Its origins lie in your need to maximize revenue on seasonal work and classes of vessels for which the new side of the shipyard was constructed. To charge less for essentially captive work would be against the best interest of the Port.

In reviewing, however, the needs of a full service contractor to maintain its business base year round, we need to go beyond the seasonal, cyclical tanker and cruise ship markets. As we move into these other markets, which are primarily federal government business opportunities, we are competing in a hotly contested price sensitive West Coast market. The competition we face are those who own their own facilities and have access to markets much larger and more restricted than we enjoy in Portland. As a result, we need to be able to negotiate the traditional Navy type tariff with the Port in order to effectively compete for longer term projects of a less seasonal nature.

The approach to delineating market segments appropriately can either be done by customer class, duration of project or number of hours anticipated to be expended in the work. In these areas, we believe we can find the appropriate middle ground to justify to each other the continuing utilization of the Navy tariff without disrupting laudable objectives behind Tariff 37B for its restricted markets.

Financial statement in form as attached or current for combined and individual operations fiscal years ended June 30, 1987 and 1988 (i.e., old yard, new yard, non-shipyard, etc.)

For fiscal year ended June 30, 1988

Drydock days available by month Drydock days used by month

Berth days available by month Berth days used by month

Breakdown of revenues by type of business

Oil Tankers
Cruise
Other Commercial
Navy
Military Sealift
Ready Reserve Layup
Facilities Rent
Tanker Layup



Box 3529 Portland, Oregon 97208 503/231-5000 TWX: 910-464-5105 ROUTE TO: COLEMAN COPIES TO: MILLER

TILLS

Meet

Monte

RETURN TO

RETURN TO

August 17, 1988

Bill Zavin Northwest Marine Iron Works P.O. Box 3109 Portland, OR 97208

SUBJECT: PSRY ENVIRONMENTAL CONCERNS

Dear Bill:

Since the overspray incident last March, the Port has attempted to relay a message of concern to all PSRY contractors. Although there has been noticeable improvement, we continue to hear allegations of violations of water and air quality regulations. In July, a report (enclosed) was submitted to all contractors dealing with the Port's investigation into the overspray incident and subsequent environmental concerns. The Port asked the contractors for plans on how they would address these concerns. I have not received your reply.

Because of the potential for state and federal intervention, the Port hired a consultant to advise staff. It is the opinion of our consultant that PSRY will be the subject of investigation and intervention by officials from the state or federal environmental authorities if the past practices continue. The constraints that could be imposed would significantly increase our operational costs and reduce the competetive edge enjoyed by PSRY contractors.

From the consultant's report, there are two major areas of concern:

- Sandblast grit, paint overspray, and hazardous chemicals or waste must not be allowed to enter the river.
- Fugitive dust emmissions and paint overspray must not leave the perimeter of the ship repair yard or impact adjacent property owners.



PSRY ENVIRONMENTAL CONCERNS August 17, 1988 Page 2

I am considering actions available to the Port to assure compliance. Your plans, views, and concerns would be of great assistance. Could we meet to discuss this in greater depth? Your written plans or comments need to be submitted prior to September 2, 1988.

I hope to see you soon.

PSRY General Manager

Enclosure

cc: Fletcher Hunt



Box 3529 Portland, Oregon 97208 503/231-5000 TWX: 910-464-5105

October 12, 1988

SIPCO 7702 FM 1960 E. Ste. #100 Humble TX 77346

PORTIAND SHIP REPAIR YARD LEASE; RIGHTS OF USE; NOTICE OF TERMINATION

This is to provide notice to SIPCO that, 30 days after the date of this letter, its lease agreement for office space within the Portland Ship Repair Yard is terminated. The Port anticipates that possession will be released to the Port at the expiration of the 30-day notice.

SIPCO has also requested that the Port lease certain warehouse/yard space in the approximate amount of 2,500 square feet. The Port has elected not to lease such space to SIPCO.

In addition, it has come to the attention of the Port that SIPCO is operating in the shipyard without having a contract with a general contractor authorized to operate in the yard, or a permit directly with the Port. Therefore, notice is hereby given that such operation by SIPCO is unauthorized and, as of 5:00 P.M. (PDT) on October 12, 1988, any officers, employees, or other representatives of SIPCO attempting to perform work within the yard perimeter will be considered to be trespassers in the yard. The Port will allow SIPCO to operate if SIPCO is able within such time to show evidence that it has a subcontract agreement with a general contractor authorized to operate in the Yard, or a permit or operating agreement from the Port. The Port is unaware of any such permit or operating agreement.

Although the Port is willing to allow SIPCO to complete existing work, provided SIPCO provides evidence of a subcontract agreement or permit, the Port does not anticipate granting further operating rights unless SIPCO is able to convince the Port of a changed management plan, adequate insurance, and ability to respond to third party claims.

Guy/Alvis *)* General Manager

Portland Ship Repair Yard

cc: Northwest Marine Iron Works Cascade General West State Inc.



Port of Portland offices located in Portland, Oregon, U.S.A.. Boise, Idaho, Chicago, Illinois, New York, N.Y., Washington, D.C., Hong Kong, Manila, Seoul, Singapore, Sydney, Taipei, Tokyo, Henley-on-Thames, England



Box 3529 Portland, Oregon 97208 503/231-5000 TWX: 910-464-5105

October 11, 1988

Bill Zavin Northwest Marine Iron Works 5555 N. Channel Ave. Portland OR 97217

SIPCO - PSRY NOTICE OF TERMINATION

This is to notify you that the Port has terminated the operating rights of SIPCO to operate within PSRY unless SIPCO can provide evidence of a subcontract agreement with a prime contractor authorized to conduct business in the shipyard. Termination notice will be as of 5:00 P.M. (PDT) on October 12, 1988.

SIPCO has alleged that it is subcontracting current work with your firm. However, you have indicated that SIPCO does not have a subcontract with your firm. Please advise of your relationship to SIPCO relating to pending work at the yard.

Attached is the notice sent to SIPCO terminating their right to operate at

General Manager

Portland Ship Repair Yard

/kw

cc: Lynn Mills, Northwest Marine



## PORTLAND SHIP REPAIR YARDS SUMMARY REPORT OF AWARDED PROJECTS 11/14/88

PROJECTS AWARDED SINCE 11/01/88

PROJECT NAME	SEGMENT	VALUE	START	END	DAYS	COMPETITOR
USNS BOLD (T-AGOS 12)	OTHRGVT	92.95	01/01/88	09/01/89	0.	PUG TACOMA BOATBU
USNS AUDACIOUS (AGOS-1	OTHRGVT	92.25	01/01/88	02/01/90	0	PUG TACOMA BOATBU
KEYSTONE CANYON	TANKER	32.01	06/21/88	06/28/88	0	PDX WEST STATE IN
OMI COLUMBIA	TANKER	12.00	06/16/88	07/01/88	0	PDX WEST STATE IN
ADMIRALITY BAY	TANKER	3.83	12/01/87	12/08/87	0	PDX WEST STATE IN
SANSINENA II	TANKER	2.60	02/01/88	02/07/88	0	PDX NORTHWEST MAR
BARGE CERES	TGBGFSH	1.00	05/15/88	05/22/88	0	PDX NORTHWEST MAR
ESSAYONS	OTHRGVT	10.73	12/15/87	02/01/88	0	PDX WEST STATE IN
CONSTITUTION	CRUISE	21.50	05/15/88	05/27/88	0	PDX CASCADE GENER
USS MAUNA KEA (AE-22)	USNAVY	4.00	11/15/88	01/16/89	0	SFO SERVICE ENGIN
USS REASONER (FF-1063)	USNAVY	50.01			0	SDO NATIONAL STEE
DOCK EXPRESS FRANCE	FNCARGO	15.01	10/15/88	11/23/88	0	PDX CASCADE GENER
NOBLE STAR	FNCARGO	15.01	11/21/88	12/24/88	0	PDX CASCADE GENER
ESSAYONS	OTHRGVT	10.01	11/07/88	12/06/88	0	PDX CASCADE GENER
BARGE CERES	TGBGFSH	0.20	11/03/88	11/09/88	0	PDX NORTHWEST MAR
USS GARY (FFG-51)	USNAVY	1.68	11/01/88	11/15/88	0	LAX AL LARSON BOA
EXXON SAN FRANCISCO	TANKER	45.01	06/06/88	07/20/88	0	SIN SINGAPORE
EXXON HOUSTON	TANKER	50.01	05/20/88	06/25/88	0 -	KOR KOREA
OVERSEAS BOSTON	TANKER	55.01	04/22/88	06/01/88	0	KOR KOREA
USS HORNE (CG 30)	USNAVY	0.00	10/28/88		0	LAX LONG BEACH NA
MOBIL ARCTIC	TANKER	50.01	07/20/88	08/31/88	0	SIN SINGAPORE
DE STEIGUER	TGBGFSH	2.01	11/28/88	12/18/88	0	PDX CASCADE GENER
SILAS BENT	OTHRGVT	0.51	11/04/88	11/09/88	0	PDX WEST STATE IN
NORTHERN LIGHT	OTHRGVT	5.01	11/10/88	12/10/88	0	PDX WEST STATE IN
COMET	OTHRGVT	5.01	11/10/88	12/25/88	. 0	PDX WEST STATE IN
CAPE ISABEL	OTHRGVT	5.01	12/10/88	01/10/89	0	PDX WEST STATE IN

FOR THE PERIOD FROM 11/01/87 TO 11/01/88 COMPETITOR: LAX LONG BEACH NAVAL SHIPYARD VALUE IN 100,000'S

PROJECTNAME	SEG	VALUE	START	END	MET	AREA	COM
USS TARAWA (LHA 1)	USNAVY	360.2	05/16/87	05/27/88	OTHER	RESTRICTED	LAX
USS BELLEAUWOOD (LHA	USNAVY	37.5	01/08/88	05/31/88	BID	LONG BEACH	LAX
USS OGDEN (LPD 5)	USNAVY	20.0	05/16/88	06/16/88	OTHER	RESTRICTED	LAX
USS LEAHY (CG 16)	USNAVY	413.3	07/15/87	08/26/88	OTHER	RESTRICTED	LAX
USS ENGLAND (CG-22)	USNAVY	25.0	08/27/88	10/06/88	OTHER	RESTRICTED	LAX
USS PIGEON (ASR 21)	USNAVY	168.1	10/01/87	12/31/88	OTHER	RESTRICTED	LAX
USS LOCKWOOD (FF-106	USNAVY	13.2	09/17/88	12/31/88	BID	RESTRICTED	LAX
USS DAVID R. RAY (DD	USNAVY	97.7	05/26/88	03/31/89	OTHER	RESTRICTED	LAX
USS PELELIU (LHA 5)	USNAVY	9.7	10/08/88	07/01/89	OTHER	RESTRICTED	LAX
USS JOUETT (CG-29)	USNAVY	180.0	05/07/88	10/01/89	OTHER	RESTRICTED	LAX

VOLUME WHOLE MARKET: 10809.5 VALUE COMPETITOR: 1325.1 MARKETSHARE IN %: 12.25

FOR THE PERIOD FROM 11/01/87 TO 11/01/88 COMPETITOR: LAX SOUTHWEST MARINE

VALUE IN 100,000'S

PROJECTNAME	SEG	VALUE	START	END	MET	AREA	COM
USS WADSWORTH (FFG-9	USNAVY	5.2	08/03/87	11/13/87	RFP-1	LONG BEACH	LAX
USS MOBILE (LKA-115)	USNAVY	19.7	06/01/87	12/31/87	IFB	LONG BEACH	LAX
SEA-LAND MARKETER	USCARGO	0.0	12/30/87	01/06/88	BID	WEST	LAX
USS OGDEN (LPD 5)	USNAVY	75.7	10/22/87	02/04/88	BID	LONG BEACH	LAX
USS WABASH (AOR-5)	USNAVY	60.0	06/01/87	03/01/88	IFB	LONG BEACH	LAX
REUNION	TANKER	6.0	04/19/88	04/21/88	BID	WEST	LAX
USS CAYUGA (LST 1186	USNAVY	84.8	01/04/88	04/27/88	BID	LONG BEACH	LAX
HANG JUN 4009	TGBGFSH	40.0	04/25/88	05/26/88	BID	PACIFIC	LAX
F.J.SUPER FRAN BRADA	TGBGFSH	1.0	08/08/88	08/15/88	BID	LONG BEACH	LAX
USS ANCHORAGE (LSD-3	USNAVY	137.7	04/04/88	12/02/88	RFP-1	WEST	LAX
USS KNOX (FF-1052)	USNAVY	30.1	08/29/88	02/17/89	BID	LONG BEACH	LAX
USS RACINE (LST-1191	USNAVY	6.4	09/06/88	12/01/89	BID	LONG BEACH	LAX

10809.5 VOLUME WHOLE MARKET: VALUE COMPETITOR: 466.9 MARKETSHARE IN %: 4.31

FOR THE PERIOD FROM 11/01/87 TO 11/01/88

COMPETITOR: PUG TODD SHIPYARDS

VALUE IN 100,000'S

PROJECTNAME	SEG	VALUE	START	END	MET	AREA	COM
FOSS 256	TGBGFSH	3.0	12/09/87	01/09/88	BID	PUGET	PUG
GREAT LAND	USCARGO		12/26/87	01/09/88		WEST	PUG
TILLIKUM	OTHRGVT	0.0	01/05/88	01/10/88		PUGET	PUG
ZB 195	TGBGFSH	0.0		01/10/88	BID	PUGET	PUG
FOSS 343	TGBGFSH		12/16/87		BID	PUGET	PUG
EXXON PHILADELPHIA	TANKER		01/16/88	01/18/88	BID	WEST	PUG
KOREAN WONIS-SUN	USCARGO	31.0		01/27/88	BID	PACIFIC	PUG
MAERSK TACOMA	USCARGO	0.0	01/26/88	01/28/88	BID	PUGET	PUG
СОНО	USCARGO	4.0	01/18/88	02/10/88	BID	PUGET	PUG
OLYMPIC	OTHRGVT		01/29/88	02/11/88	BID	PUGET	PUG
KALEETAN	OTHRGVT		01/26/88	02/15/88	BID	PUGET	PUG
EXXON PHILADELPHIA	TANKER		02/12/88	02/18/88	BID	WEST	PUG
PRESIDENT CLEVELAND	USCARGO		01/26/88	02/22/88	BID	WEST	PUG
PRESIDENT ADAMS	USCARGO		02/16/88	02/25/88	BID	WEST	PUG
PRESIDENT TAYLOR	USCARGO		02/29/88	03/09/88	BID	WEST	PUG
PT&S 36	TGBGFSH		03/01/88	03/15/88	BID	PUGET	PUG
KLICKITAT	OTHRGVT		03/11/88	03/29/88	BID	PUGET	PUG
FOSS 286-2	TGBGFSH		04/13/88	04/19/88	BID	PUGET	PUG
BARGE 18	TGBGFSH	0.7		04/22/88	BID	PUGET	PUG
PRESIDENT JEFFERSON	USCARGO		04/10/88		BID	WEST	PUG
TESERO ENERGINZER	TGBGFSH	0.5		05/05/88	BID	PUGET	PUG
EXXON JAMESTOWN	TANKER		05/05/88	05/06/88	BID	WEST	PUG
EXXON PHILADELPHIA	TANKER	3.5		05/14/88	BID	WEST	PUG
MATSUKAZE	TANKER	5.0	05/01/88	05/15/88	BID	WEST	PUG
TARPON	TGBGFSH	0.0	05/17/88	05/30/88	BID	PUGET	PUG
PHOENIX 120	TGBGFSH	1.0	05/18/88	06/01/88	BID	PUGET	PUG
SEALTH	OTHRGVT	4.5	06/08/88	06/25/88	BID	PUGET	PUG
BARGE 45-3	TGBGFSH	1.0	06/16/88	06/27/88	BID	PUGET	PUG
USS CAMDEN (AOE-2)	USNAVY	60.0	03/15/88	07/01/88	BID	PUGET	PUG
EXXON NEW ORLEANS	TANKER	2.0	07/02/88	07/05/88	NEGOTIATED	PUGET	PUG
EXXON NEW ORLEANS	TANKER	0.5	07/10/88	07/11/88	NEGOTIATED	WEST	PUG
CORDOBA	TGBGFSH	1.2	08/08/88	08/20/88	BID	PUGET	PUG
FOSS 286-3	TGBGFSH	1.2	08/12/88	08/24/88	BID	PUGET	PUG
FOSS 256	TGBGFSH	1.0	08/12/88	08/25/88	BID	PUGET	PUG
DERIC BALKARE	TGBGFSH	0.4	09/06/88	09/09/88	BID	PUGET	PUG
ISSAQUA	OTHRGVT	3.0	08/29/88	09/09/88	BID	PUGET	PUG
NORTHERN GLACIER	TGBGFSH	1.1	08/24/88	09/10/88	BID	PUGET	PUG
ELWHA	OTHRGVT	1.5	09/14/88	09/17/88	BID	PUGET	PUG
ISLAND PRINCESS	CRUISE	7.5	09/17/88	09/28/88	BID	WEST	PUG
USS SACRAMENTO (AOE-	USNAVY	66.0	06/01/88	10/10/88	BID	PUGET	PUG
FAIRSEA	CRUISE			10/10/88		WEST	PUG
USS NIMITZ (CVN-68)	USNAVY ·			11/15/88		PUGET	PUG
USCGC POLAR STAR	OTHRGVT	3.5	10/17/88	11/28/88	BID	COLUMBIA	PUG
WHEC CUTTERS (8)	OTHRGVT	359.2	01/01/86	04/01/92	BID	WEST	PUG

VOLUME WHOLE MARKET: VALUE COMPETITOR:

10809.5 670.0

FOR THE PERIOD FROM 11/01/87 TO 11/01/88

COMPETITOR: SDO CONTINENTAL MARITIME

VALUE IN 100,000'S

PROJECTNAME	SEG	VALUE	START	END	MET	AREA	COM
USS HALSEY (CG-23)	USNAVY	13.6	10/26/87	12/31/87	BID	SAN DIEGO	SDO
USS ROBISON (DDG-12)	USNAVY	32.2	09/08/87	01/15/88	BID	SAN DIEGO	SDO
USS CONSTELLATION (C	USNAVY	104.7	11/09/87	02/27/88	BID	SAN DIEGO	SDO
USS CONSTELLATION (C	USNAVY	15.9	02/01/88	03/01/88	BID	RESTRICTED	SDO
USS BARBEY (FF-1088)	USNAVY	36.7	01/11/88	04/01/88	BID	SAN DIEGO	SDO
USS ELMAR MONTGOMERY	USNAVY	40.0	01/18/88	04/15/88	IFB	SAN DIEGO	SDO
SMALL CRAFT	USNAVY	16.6	04/25/88	06/06/88	BID	HOMEPORT	SDO
USS RANGER (CV-61)	USNAVY	49.3	03/07/88	06/24/88	BID	SAN DIEGO	SDO
USS HOEL (DDG 13)	USNAVY	46.0	06/06/88	07/23/88	BID	SAN DIEGO	SDO
USS DULUTH (LPD-6)	USNAVY	13.9	06/13/88	08/05/88	BID	SAN DIEGO	SDO
USS BRADLEY (FF-1041	USNAVY	0.8	08/08/88	09/25/88	IFB	SAN DIEGO	SDO
USS RANGER (CV-61)	USNAVY	40.6	08/12/88	10/02/88	IFB	SAN DIEGO	SDO
USS RENTZ (FFG-46)	USNAVY	32.3	0.7/18/88	12/09/88	BID	SAN DIEGO	SDO

VOLUME WHOLE MARKET: 10809.5
VALUE COMPETITOR: 443.1
MARKETSHARE IN %: 4.09

FOR THE PERIOD FROM 11/01/87 TO 11/01/88 COMPETITOR: SDO NATIONAL STEEL AND SHIPBUILDING VALUE IN 100,000'S

PROJECTNAME	SEG	VALUE	START	END	MET	AREA	COM
USS KINKAID (DD 965) USS FREDERICK (LST-1			02/23/87 02/22/88	, ,		WEST SAN DIEGO	SDO SDO
USS PREORIA (LST-118			04/04/88	, ,		SAN DIEGO	SDO
USS ELLIOT (DD-967)	USNAVY	242.3	09/15/87	09/15/88	RFP-2	WEST	SDO
TAO-149 NEWBUILDING	SHIPBLD	417.4	01/01/88	01/01/91	BID	NATIONAL	SDO
AOE-6	SHIPBLD	727.3	01/01/88	05/01/91	BID	NATIONAL	SDO

VOLUME WHOLE MARKET: 10809.5 VALUE COMPETITOR: 1488.6 MARKETSHARE IN %: 13.77

FOR THE PERIOD FROM 11/01/87 TO 11/01/88

COMPETITOR: SDO SOUTHWEST MARINE

VALUE IN 100,000'S

PROJECTNAME	SEG	VALUE	START	END	MET	AREA	COM
USS PLUCK (MSO-464)	USNAVY	1.2	09/26/87	11/06/87	BID	SAN DIEGO	SDO
USS ROANOKE (AOR-7)	USNAVY	10.2	07/13/87	11/09/87	BID	WEST	SDO
USS PRAIRIE (AD-15)	USNAVY	76.7	09/14/87	02/19/88	RFP-1	WEST	SDO
USS FORT MC HENRY (L	USNAVY	35.0	01/19/88	03/10/88	BID	SAN DIEGO	SDO
USS DENVER (LPD 9)	USNAVY	85.0	11/10/87	03/11/88	BID	SAN DIEGO	SDO
USS LONG BEACH (CGN-	USNAVY	4.2	02/22/88	04/15/88	BID	HOMEPORT	SDO
USS CALLAGHAN (DDG 9	USNAVY	20.8	01/15/88	04/22/88	BID	SAN DIEGO	SDO
YRDM-7	USNAVY	5.9	03/15/88	05/06/88	BID	SAN DIEGO	SDO
USS WADDELL (DDG-24)	USNAVY	40.0	02/29/88	05/13/88	BID	SAN DIEGO	SDO
USS RAMSEY (FFG-2)	USNAVY	30.0	04/01/88	06/01/88	BID	WEST	SDO
USS TRIPOLI (LPH-10)	USNAVY	30.6	04/18/88	07/15/88	BID	SAN DIEGO	SDO
USS DURHAM (LKA 114)	USNAVY	76.1	04/04/88	07/29/88	RFP-2	WEST	SDO
USS REID (FFG-30)	USNAVY	2.8	08/15/88	09/08/88	BID	WEST	SDO
USS HOEL (DDG 13)	USNAVY	60.0	06/17/88	09/30/88	IFB	SAN DIEGO	SDO
USS BRONSTEIN (FF-10	USNAVY	10.9	08/12/88	10/28/88	BID	SAN DIEGO	SDO
USS STEIN (FF 1065)	USNAVY	86.7	05/02/88	11/11/88	RFP-1	WEST	SDO
USS THACH (FFG-14)	USNAVY		10/10/88		BID	SAN DIEGO	SDO
USS MCCLUSKY (FFG-30	USNAVY	7.2	10/10/88	03/10/89	BID	SAN DIEGO	SDO
USS GEORGE PHILIPP	USNAVY	39.8	07/11/88	05/12/89	RFP-2	WEST	SDO
USS JARRET (FFG 33)	USNAVY		10/10/88		BID	WEST	SDO
USS O'BRIEN (DD-975)	USNAVY	0.7	10/20/88	10/20/89	RFP-2	WEST	SDO

VOLUME WHOLE MARKET: 10809.5 VALUE COMPETITOR: 639.6 MARKETSHARE IN %: 5.91

FOR THE PERIOD FROM 11/01/87 TO 11/01/88

COMPETITOR: SFO CONTINENTAL MARITIME

VALUE IN 100,000'S

PROJECTNAME	SEG	VALUE	START END		MET	AREA	COM
USS LANG (FF-1060)	USNAVY	0.2	12/01/87	12/06/87	BID	BAY AREA	SFO
USS ENTERPRISE (CVN-	USNAVY	12.0	11/25/87	12/31/87	BID	BAY AREA	SFO
USS CALIFORNIA (CGN-	USNAVY	22.1	10/05/87	01/22/88	BID	BAY AREA	SFO
USS CALIFORNIA (CGN-	USNAVY	19.0	10/05/87	01/22/88	BID	BAY AREA	SFO
USS SAMUEL GOMPERS (	OTHRGVT	0.6	12/12/87	01/25/88	BID	BAY AREA	SFO
USS COOK (FF-1083)	USNAVY	33.2	02/15/88	04/01/88	BID	WEST -	SFO
USS MARS (AFS-1)	USNAVY	102.4	01/18/88	05/16/88	BID	BAY AREA	SFO
CALRICE TRANSPORT	TGBGFSH	1.0	05/11/88	05/25/88	BID	PACIFIC	SFO
FLORIA	FNCARGO	5.0	05/16/88	05/27/88	BID	PACIFIC	SFO
USS MAUNA KEA (AE-22	USNAVY	0,.3	08/01/88	09/01/88	BID	BAY AREA	SFO
USS MARS (AFS-1)	USNAVY	0.5	09/01/88	10/01/88	BID	BAY AREA	SFO
USS LANG (FF-1060)	USNAVY	30.6	07/05/88	11/07/88	RFP-1	WEST	SFO
USS ROARK (FF 1053)	USNAVY	0.2	10/15/88	11/15/88	IFB	BAY AREA	SFO
USS NEW ORLEANS (LPH	USNAVY	38.6	09/15/87	12/31/88	BID	BAY AREA	SFO
USS ENTERPRISE (CVN-	USNAVY	0.5	10/31/88	03/31/89	BID	BAY AREA	SFO

VOLUME WHOLE MARKET: 10809.5 VALUE COMPETITOR: 266.7 MARKETSHARE IN %: 2.46

FOR THE PERIOD FROM 11/01/87 TO 11/01/88 COMPETITOR: SFO SERVICE ENGINEERING

VALUE IN 100,000'S

PROJECTNAME	SEG	VALUE	START	END	MET	AREA	COM
USS ENTERPRISE (CVN-	USNAVY	3.8	11/25/87	12/31/87	BID	BAY AREA	SFO
APL-4	USNAVY	39.2	12/01/87	02/14/88	BID	WEST	SFO
USS VANCOUVER (LPD 2	USNAVY	61.5	07/01/87	02/15/88	BID	BAY AREA	SFO
SEA-LAND ENTERPRISE	USCARGO	6.2	08/16/87	03/10/88	BID	WEST	SFO
USS FLINT (AE-32)	USNAVY	0.3	03/07/88	03/15/88	BID	HOMEPORT	SFO
EXXON BOSTON	TANKER	17.5	03/16/88	04/01/88	BID	WEST	SFO
USS FLINT (AE-32)	USNAVY	0.0	05/02/88	05/09/88	IFB	BAY AREA	SFO
USS MOUNT HOOD (AE 2	USNAVY	20.0	02/10/88	05/16/88	BID	BAY AREA	SFO
FAIRWIND	CRUISE	15.0	05/13/88	05/24/88	BID	WEST	SFO
USS CARL VINSON (CVN	USNAVY	6.2	04/27/88	06/15/88	BID	BAY AREA	SFO
MANULANI	USCARGO	15.0	06/08/88	07/06/88	BID	WEST	SFO
ASPEN	TANKER	1.0	07/05/88	07/07/88	OTHER	WEST	SFO
MANUNALEI	USCARGO	7.5	06/30/88	07/16/88	BID	WEST	SFO
USS MARS (AFS-1)	USNAVY	0.3	08/01/88	09/01/88	BID	BAY AREA	SFO
USS ENTERPRISE (CVN-	USNAVY	5.1	08/15/88	09/15/88	IFB	BAY AREA	SFO
CHEVRON CALIFORNIA	TANKER	20.0	08/25/88	09/15/88	BID	PACIFIC	SFO
EXXON PHILADELPHIA	TANKER	3.0	09/14/88	09/18/88	NEGOTIATED	PACIFIC	SFO
USS SHASTA (AE-33)	USNAVY	20.0	06/06/88	10/03/88	BID	BAY AREA	SFO
USS GRAY (FF-1054)	USNAVY	36.3	08/29/88	11/25/88	IFB	WEST	SFO
USNS ROBERT TOWNSEND	OTHRGVT	0.7	10/15/88	12/15/88	IFB	WEST	SFO
USS ENTERPRISE (CVN-	USNAVY	0.4	10/31/88	03/31/89	BID	BAY AREA	SFO
USS ENTERPRISE (CVN-	USNAVY	0.3	10/31/88	03/31/89	BID	BAY AREA	SFO

VOLUME WHOLE MARKET: 10809.5 280.0 VALUE COMPETITOR: MARKETSHARE IN %: 2.59

FOR THE PERIOD FROM 11/01/87 TO 11/01/88

COMPETITOR: SFO SOUTHWEST MARINE

VALUE IN 100,000'S

PROJECTNAME	SEG	VALUE	START	END	MET	AREA	COM
SEA-LAND PACIFIC	USCARGO	0.3	08/28/87	12/22/87	BID	BAY AREA	SFO
USS CARL VINSON (CVN	USNAVY	1.8	03/07/88	03/27/88	BID	BAY AREA	SFO
SEA-LAND LARK	USCARGO	0.7	12/21/87	03/31/88	BID	BAY AREA	SFO
SEA-LAND MARKETER	USCARGO	0.5	01/30/88	04/27/88	BID	BAY AREA	SFO
ANTONIO DOVALI J	TANKER	0.0		06/15/88	BID	WEST	SFO
SEA-LAND LEGION	USCARGO	0.8	01/17/88	06/26/88	BID	BAY AREA	SFO
USS ENTERPRISE (CVN-	USNAVY	1.5	07/05/88	09/01/88	BID	BAY AREA	SFO
USS WITCHITA (AOR-1)	USNAVY	25.0	08/01/88	09/12/88	BID	BAY AREA	SFO
USS GERMANTOWN (LSD-	USNAVY	15.0	06/13/88	09/16/88	BID	SAN DIEGO	SFO
USS KANSAS (AOR-3)	USNAVY	4.4	10/17/88	02/13/89	BID	BAY AREA	SFO
USS ENTERPRISE (CVN-	USNAVY	5.8	09/16/88	03/29/89	BID	BAY AREA	SFO

VOLUME WHOLE MARKET: 10809.5 VALUE COMPETITOR: 56.0 MARKETSHARE IN %: 0.51

## PORTLAND SHIP REPAIR YARDS MARKETSHARE SUMMARY BY COMPETITOR 11/14/88

MARKET BY COMPETITOR

		COMPETITOR	VALUE IN 100,000'S	MARKETSHARE IN %
1	AKA	KETCHIKAN SHIPYARD	8.32	0.07
2	CAN	VERSATILE PACIFIC SHIPYARDS PORTUGAL HONOLULU SHIPYARDS INC. MARISCO JAPAN KOREA AL LARSON BOAT WORKS LONG BEACH NAVAL SHIPYARD SOUTHWEST MARINE TODD SHIPYARDS CASCADE GENERAL INC. MID COAST MARINE NORTHWEST MARINE IRON WORKS SUNDIAL WEST STATE INC.	1000.92	9.25
3	EUR	PORTUGAL	90.01	0.83
4	HNO	HONOLULU SHIPYARDS INC.	54.56	0.50
5	HNO	MARISCO	54.51	0.50
6	JPN	JAPAN	52.50	0.48
7	KOR	KOREA	265.44	2.45
8	LAX	AL LARSON BOAT WORKS	18.10	0.16
9	LAX	LONG BEACH NAVAL SHIPYARD	1325.18	12.25
10	LAX	SOUTHWEST MARINE	466.96	4.31
11	LAX	TODD SHIPYARDS	786.58	7.27
12	PDX	CASCADE GENERAL INC.	181.27	1.67
13	PDX	MID COAST MARINE	3.55	0.03
14	PDX	NORTHWEST MARINE IRON WORKS	787 <b>.</b> 76 '	7.28
15	PDX	SUNDIAL	0.69	0.00
17	PUG	AK/WA	9.28	0.08
18	PUG	DUWAMISH SHIPYARD	1.70	0.01
19	PUG	THE TOTAL PROPERTY OF THE PROP	10 21	A 17
20	PUG	FISHERMEN'S BOAT	15.62	0.14
21	PUG	FISHERMEN'S BOAT LAKE UNION DRY DOCK MARCO	11.35	0.10
22	PUG	MARCO	34.42	0.31
23	PUG	MARINE POWER AND EQUIPMENT	32.83	0.30
24	PUG	MARINE POWER AND EQUIPMENT MARITIME CONTRACTORS INC.	0.81	0.00
25	PUG	MARTINAC	86.95	0.80
26	PUG	MARTINAC NICHOLS BROTHERS AND BOATBUILDERS PACIFIC MARINE SHIP REPAIR TACOMA BOATBUILDING TODD SHIPYARDS UNIMAR INTERNATIONAL A & E INDUSTRIES ARCWELL CORP	7.58	0.07
27	PUG	PACIFIC MARINE SHIP REPAIR	1.60	0.01
28	PUG	TACOMA BOATBUILDING	275.70	2.55
29	PUG	TODD SHIPYARDS	670.05	6.19
30	PUG	UNIMAR INTERNATIONAL	9.24	0.08
31	SDO	A & E INDUSTRIES	52.61	0.48
32	SDO	ARCWELL CORP	24.19	0.22
33	SDO		52.31	
34	SDO	CAMPBELL INDUSTRIES	238.90	
		CONTINENTAL MARITIME	443.19	4.09
		HONEYWELL HYDRO PRODUCTS INC	2.84	0.02
		KETTENBURG MARINE CORP	4.59	0.04
		NATIONAL STEEL AND SHIPBUILDING	1488.69	13.77
		PACIFIC SHIP REPAIR	61.16	0.56
		SOUTHWEST MARINE	639.61	5.91
		CONTINENTAL MARITIME	266.77	2.46
		FULTON SHIPYARD	2.87	0.02
		PACIFIC DRYDOCK	39.40	0.36
		SERVICE ENGINEERING	280.05	2.59
45	SFO	SOUTHWEST MARINE	56.06	0.51

## PORTLAND SHIP REPAIR YARDS MARKETSHARE SUMMARY BY COMPETITOR 11/14/88

MARKET BY COMPETITOR

COMPETITOR	VALUE	MARKETSHARE		
	IN 100,000'S	IN %		
47 SIN SINGAPORE	628.39	5.81		

## PORTLAND SHIP REPAIR YARDS MARKETSHARE SUMMARY BY SEGMENT 11/14/88

MARKET BY SEGMENT

SEGMENT	VALUE IN 100,000'S	MARKETSHARE IN %
1 CRUISE	123.21	1.13
2 FNCARGO	42.27	0.39
3 OTHRGVT	1347.91	12.46
4 SHIPBLD	2373.92	21.96
5 TANKER	1424.21	13.17
6 TGBGFSH	136.80	1.26
7 USCARGO	350.83	3.24
7 USNAVY	5010.41	46.35

## PORTLAND SHIP REPAIR YARDS MARKETSHARE SUMMARY BY CUSTOMER 11/14/88

MARKET BY CUSTOMER

	AERON MARINE SHIPPING CO. ALASKA MARINE LINES ALEUTIAN SPRAY FISHERIES AMERICAN GLOBAL LINE INC. AMERICAN PRESIDENT LINES, LTD. ARCO MARINE, INC. ARTIC ALASKA SEAFOOD BAY TANKERS, INC. BLACK BALL TRANSPORT CANADA CARNIVAL CRUISE LINES INC. CATALINA PASSENGER SERVICE CENTRAL GULF LINES INC. CENTRAL MARINE KK CHEVRON CHEVRON SHIPPING CO. CREST TANKERS CROWLEY MARITIME CORP. CUNARD DEUTSCHE AFRIKA-LINIEN DOCK EXPRESS SHIPPING B.V. EXPLORATION CRUISE LINES EXXON SHIPPING CO. FISHING CO. OF ALASKA FOSS GLACIER FISH CO, LTD	IN		MARKETSHARE IN %
	ADDON MADINE CHIDDING CO		11 03	0 10
T	ALRON MARINE SHIPPING CO.		11.01	0.10
2	ALASKA MAKINE LINES		10.80	0.00
3	ALEUTIAN SPRAY FISHERIES		10.11	0.09
4	AMERICAN GLOBAL LINE INC.		32.80	0.30
5	AMERICAN PRESIDENT LINES, LTD.		64.28	0.59
6	ARCO MARINE, INC.		131.33	1.21
7	ARTIC ALASKA SEAFOOD		13.16	0.12
8	BAY TANKERS, INC.		73.21	0.67
9	BLACK BALL TRANSPORT		4.01	0.03
10	CANADA		400.66	3.70
11	CARNIVAL CRUISE LINES INC.		10.01	0.09
12	CATALINA PASSENGER SERVICE		0.30	0.00
13	CENTRAL GULF LINES INC.		1.00	0.00
14	CENTRAL MARINE KK		5.01	0.04
15	CHEVRON		6.77	0.06
16	CHEVRON SHIPPING CO.		20.01	0.18
17	CREST TANKERS		40.01	0.37
18	CROWLEY MARITIME CORP.		2.21	0.02
19	CUNARD		17.62	0.16
20	DEUTSCHE AFRIKA-LINIEN		5.01	0.04
21	DOCK EXPRESS SHIPPING B.V.		6.54	0.06
22	EXPLORATION CRUISE LINES		0.25	0.00
23	EXXON SHIPPING CO.		339.58	3.14
24	FISHING CO. OF ALASKA		11.25	0.10
25	FOSS		10.74	0.09
26	GLACIER FISH CO. LTD		1.10	0.01
27	GLACIER FISH CO, LTD GOLDEN GATE BRIDGE, HGWY & TRANSPORT		86.95	0.80
20	CDANDEINTON		6 N1	0 0E
29	HOLLAND AMERICA LINE HYUNDAI MERCHANT MARINE COMPANY INTEROCEAN MANAGEMENT CORP.		30.50	0.28
30	HYUNDAI MERCHANT MARINE COMPANY		2.72	0.02
31	INTEROCEAN MANAGEMENT CORP.		1.20	0.01
32	JAI WONG INDUSTRIAL CO. LTD		1.20 83.17	0.76
33	INTEROCEAN MANAGEMENT CORP.  JAI WONG INDUSTRIAL CO., LTD  KEMP PACIFIC FISHERIES INC  KEYSTONE SHIPPING COMPANY		0.50	0.00
34	KEYSTONE SHIPPING COMPANY		53.68	0.49
	KOREA SHIPPING CORP.		31.01	0.28
	LEASING CO		33.09	0.30
	MARITIME OVERSEAS CORP.		55.01	0.50
	MATSON NAVIGATION COMPANY		37.03	0.34
	MC NAB, DELMAR & DAVE		2.51	0.02
	MILITARY SEALIFT COMMAND		476.76	4.41
	MOBIL OIL CORP.		50.01	
			10.01	0.46
	MOBIL SHIPPING & TRANSPORTATION CO.			0.09
	NATIONAL SCIENCE FOUNDATION		3.01	0.02
	NAVY		6637.06	61.39
45	NOAA		2.99	0.02

## PORTLAND SHIP REPAIR YARDS MARKETSHARE SUMMARY BY CUSTOMER 11/14/88

MARKET BY CUSTOMER

CUSTOMER	IN 100,000'S	
47 NUSC	2.84	0.02
48 OMI CORP.	102.02	0.94
49 P & O CRUISES, INC.	9.52	
50 PACIFIC KING FISHERIES	14.29	0.13
51 PARTENREEDEREI MS SLOMAN MERCUR	28.00	
52 PETROLEOS MEXICANOS S.A.	0.00	0.00
	0.25	
54 SEA-LAND SERVICE, INC.	38.64	0.35
55 SEVEN SEAS FISHING CO.	1.20	0.01
56 SHANGHAI DREDING CORP.	40.01	
57 SITMAR CRUISES INC.	15.01	0.13
58 SITMAR CRUISES, INC.	7.50	0.06
59 STATE OF ALASKA	8.32	0.07
60 STATE OF WASHINGTON	29.05 '	0.26
61 SUN TRANSPORT	20.60	0.19
62 TARPON FISHERIES INC.	0.00	0.00
63 TEEKAY SHIPPING CO. INC.	1.00	
64 TESORO REFINING ALASKA	0.50	0.00
65 TEXACO MARINE SERVICES, INC.	40.37	0.37
66 TRINIDAD CORP.	3.02	0.02
67 U.S. ARMY	7.28	0.06
68 U.S. ARMY CORPS OF ENGINEERS	19.72	0.18
69 U.S. COAST GUARD	406.88	3.76
70 U.S. MARITIME ADMINISTATION	30.00	0.27
71 UNION OIL	32.01	0.29
72 UNKNOWN	1122.63	
.73 WEST COAST SHIPPING		0.05
74	1.01	0.00

# PORTLAND SHIP REPAIR YARDS MARKETSHARE TREND REPORT BY COMPETITOR TOTAL MARKET 11/14/88

TREND FOR COMPETITOR IN 100,000's AND %

COMPETITOR	1.QUART	2.QUART	3.QUART	CURR. QUART	NEXT QUART	PAST YEAR
	VALUE SHARE	TOTAL				
AKA KETCHIKAN SHIPYARD	0.1 0.00		0.0 0.00	7.9 0.42	0.0 0.00	13.54
CAN VERSATILE PACIFIC SHIPY	288.4 9.13		223.2 8.70	141.7 7.63	138.6 10.48	762.13
EUR PORTUGAL	40.0 1.26	0.0 0.00	0.0 0.00	0.0 0.00	0.0 0.00	0.00
HNO HONOLULU SHIPYARDS INC.	14.5 0.45		0.0 0.00	0.0 0.00	0.0 0.00	14.36
HNO MARISCO	0.1 0.00	6.4 0.24	47.0 1.83	0.0 0.00	0.0 0.00	53.51
JPN JAPAN	0.0 0.00	52.5 1.94	0.0 0.00	0.0 0.00	0.0 0.00	52.50
KOR KOREA	28.0 0.88	133.0 4.92	30.0 1.16	0.0 0.00	0.0 0.00	163.03
LAX AL LARSON BOAT WORKS	0.0 0.00	0.0 0.00	4.1 0.16	2.8 0.15	0.0 0.00	7.06
LAX LONG BEACH NAVAL SHIPYA		374.5 13.86	292.3 11.39	253.9 13.68	180.9 13.68	1101.73
LAX SOUTHWEST MARINE	121.5 3.85	122.1 4.52	78.2 3.05	93.8 5.05	32.4 2.45	326. <i>7</i> 3
LAX TODD SHIPYARDS	299.6 9.49	153.1 5.66	153.0 5.96	119.6 6.44	0.0 0.00	425.83
PDX CASCADE GENERAL INC.	78.3 2.48	64.5 2.38	15.8 0.61	60.3 3.24	0.0 0.00	140.76
PDX MID COAST MARINE	3.5 0.11	0.0 0.00	0.0 0.00	0.0 0.00	0.0 0.00	0.00
PDX NORTHWEST MARINE IRON W		149.4 5.53	215.4 8.39	114.2 6.15	24.4 1.85	503.63
PDX SUNDIAL	0.2 0.00	0.0 0.00	0.0 0.00	0.6 0.03	0.0 0.00	0.63
PDX WEST STATE INC.		120.9 4.47	73.0 2.84	21.7 1.17	+ 1.4 0.11	217.15
PUG AK/WA	0.0 0.00	0.7 0.02	3.8 0.15	1.5 0.08	0.0 0.00	6.12
PUG DUWAMISH SHIPYARD	0.3 0.00	1.3 0.05	0.0 0.00	0.0 0.00	0.0 0.00	1.37
PUG ENVIRONMENT TRANSPORT I	5.6 0.18	5.6 0.21	5.7 0.22	5.7 0.31	0.0 0.00	17.22
PUG FISHERMEN'S BOAT	5.8 0.18	4.3 0.16	4.0 0.15	3.5 0.19	0.0 0.00	12.00
PUG LAKE UNION DRY DOCK	0.0 0.00	0.0 0.00	5.7 0.22	16.0 0.86	11.9 0.90	33.72
PUG MARCO	0.0 0.00	5.0 0.18	20.7 0.81	23.5 1.27	9.7 0.73	59.24
PUG MARINE POWER AND EQUIPM	5.0 0.16	8.7 0.32	13.3 0.51	0.0 0.00	0.0 0.00	22.01
PUG MARITIME CONTRACTORS IN	0.8 0.02	0.0 0.00	0.0 0.00	0.0 0.00	0.0 0.00	0.00
PUG MARTINAC	23.3 0.73	23.3 0.86	23.6 0.92	0.0 0.00	0.0 0.00	46.98
PUG NICHOLS BROTHERS AND BO	3.5 0.11	0.1 0.00	0.0 0.00	0.0 0.00	28.4 2.15	28.56
PUG PACIFIC MARINE SHIP REP	0.5 0.01	1.0 0.03	0.0 0.00	0.0 0.00	0.0 0.00	1.06
PUG TACOMA BOATBUILDING	72.0 2.28	68.8 2.54	69.6 2.71	49.4 2.66	24.3 1.84	212.38
PUG TODD SHIPYARDS	207.5 6.57	178.2 6.59	158.0 6.16	116.0 6.25	103.4 7.82	555.82
PUG UNIMAR INTERNATIONAL	0.0 0.00	0.0 0.00	0.0 0.00	27.1 1.46	17.5 1.33	44.71
	24.7 0.78	0.0 0.00	6.2 0.24	0.7 0.03	0.0 0.00	6.98
SDO ARCWELL CORP	0.8 0.02	0.8 0.03	21.8 0.85	0.0 0.00	0.0 0.00	22.67
	19.6 0.62	15.6 0.57	2.0 0.07	0.0 0.00	0.0 0.00	17.68
SDO CAMPBELL INDUSTRIES	38.3 1.21	20.0 0.74	104.7 4.08	82.2 4.43	107.2 8.11	314.33
SDO CONTINENTAL MARITIME	156.6 4.96	89.0 3.29	93.2 3.63	21.8 1.17	0.0 0.00	204.11
SDO HONEYWELL HYDRO PRODUCT	0.0 0.00	0.0 0.00	1.3 0.05	2.8 0.15	0.0 0.00	4.19
SDO KETTENBURG MARINE CORP	0.0 0.00	0.0 0.00	4.1 0.16	0.6 0.03	0.3 0.02	5.18
SDO NATIONAL STEEL AND SHIP	432.2 13.69	435.6 16.12	399.2 15.56	355.7 19.16	372.6 28.18	1563.38
SDO PACIFIC SHIP REPAIR	7.9 0.25	30.6 1.13	21.8 0.85	0.0 0.00	0.0 0.00	52.42
SDO SOUTHWEST MARINE	155.7 4.93	180.1 6.66	156.7 6.11	143.3 7.72	127.5 9.64	607.83
SFO CONTINENTAL MARITIME	115.7 3.66	54.2 2.00	32.8 1.28	51.6 2.78	46.9 3.54	185.74
SFO FULTON SHIPYARD	0.0 0.00	0.0 0.00	2.0 0.08	1.0 0.05	0.0 0.00	3.07
SFO PACIFIC DRYDOCK	4.0 0.12	5.6 0.20	11.4 0.44	9.1 0.49	0.0 0.00	26.24
SFO SERVICE ENGINEERING	79.6 2.52	46.4 1.71	72.7 2.83	84.7 4.56	70.0 5.29	273.98
SFO SOUTHWEST MARINE	3.2 0.10	3.2 0.12	40.5 1.57	33.6 1.81	23.7 1.79	101.24
SIN SINGAPORE	288.5 9.13	67.5 2.49	156.6 6.10	8.0 0.43	0.0 0.00	232.25
TOTAL	3157.0 99.83	2702.1 99.83	2565.0 99.84	1855.9 99.85	1322.1 99.91	8445.29

# PORTLAND SHIP REPAIR YARDS MARKETSHARE TREND REPORT BY SEGMENT TOTAL MARKET 11/14/88

TREND FOR SEGMENT IN 100,000's AND %

SEGMENT	1.QUART	2.QUART	3.QUART	CURR. QUART	NEXT QUART	PAST YEAR
	VALUE SHARE	TOTAL				
CRUISE	11.5 0.36	67.0 2.47	10.7 0.41	15.6 0.84	0.0 0.00	93.41
FNCARGO	0.0 0.00	7.7 0.28	28.0 1.09	30.0 1.61	0.0 0.00	65.75
OTHRGVT	440.8 13.96	327.4 12.11	312.6 12.19	207.3 11.17	129.2 9.77	976.74
SHIPBLD	623.2 19.74	619.8 22.93	680.8 26.54	685.2 36.92	608.4 46.02	2594.39
TANKER	442.6 14.02	400.1 14.80	343.8 13.40	52.3 2.82	0.0 0.00	796.34
TGBGFSH	12.4 0.39	57.4 2.12	36.1 1.40	56.1 3.02	27.3 2.06	177.18
USCARGO	179.7 5.69	41.6 1.54	32.7 1.27	8.0 0.43	0.0 0.00	82.48
USNAVY	1446.5 45.81	1180.7 43.69	1120.0 43.66	801.0 43.16	557.0 42.13	3658.70
TOTAL	3157.0 99.97	2702.1 99.94	2565.0 99.96	1855.9 99.97	1322.1 99.98	8445.29

# PORTLAND SHIP REPAIR YARDS MARKETSHARE TREND REPORT BY CUSTOMER TOTAL MARKET 11/14/88

TREND FOR CUSTOMER IN 100,000's AND %

CUSTOMER	1.QUAI	RT	2.90	ART	3.90	ART	CURR.	QUART	NEXT Q	JART	PAST YEAR
	VALUE S								VALUE		TOTAL
										<del>-</del>	
AERON MARINE SHIPPING CO.	4.0	0.12	7.0	0.25	0.0	0.00	0.0	0.00	0.0	0.00	7.01
ALASKA MARINE LINES	0.0	0.00	0.8	0.02	0.0	0.00	0.0	0.00	0.0	0.00	0.80
ALEUTIAN SPRAY FISHERIES	0.0	0.00	0.0	0.00	4.8	0.18	15.0	0.81	9.7	0.73	29.67
AMERICAN GLOBAL LINE INC.	11.3	0.35	21.5	0.79	0.0	0.00	0.0	0.00	0.0	0.00	21.50
AMERICAN PRESIDENT LINES, L	56.7	1.79	7.5	0.27	0.0	0.00	0.0	0.00	0.0	0.00	7.50
ARCO MARINE, INC.	37.3	1.18	83.8	3.10	8.4	0.32	0.0	0.00	0.0	0.00	92.32
ARTIC ALASKA SEAFOOD	0.0	0.00	2.3	0.08	10.6	0.41	0.0	0.00	0.0	0.00	12.99
BAY TANKERS, INC.	13.0	0.41	2.7	0.10	56.4	2.20	0.0	0.00	0.0	0.00	59.23
BLACK BALL TRANSPORT	4.0	0.12	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.00
CALIFORNIA CRUISIN'	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00	14.6	1.10	14.65
CANADA	118.2	3.74	118.2	4.37	81.4	3.17	0.0	0.00	0.0	0.00	199.67
CARNIVAL CRUISE LINES INC.	0.0	0.00	0.0	0.00	0.0	0.00	10.0	0.53	0.0	0.00	10.01
CATALINA PASSENGER SERVICE	0.1	0.00	0.1	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.11
CENTRAL GULF LINES INC.	1.0	0.03	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.00
CENTRAL MARINE KK	0.0	0.00	5.0	0.18	0.0	0.00	0.0	0.00	. 0.0	0.00	5.01
CHEVRON	6.7	0.21	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.00
CHEVRON SHIPPING CO.	0.0	0.00	0.0	0.00	20.0	0.78	0.0	0.00	0.0	0.00	20.01
CREST TANKERS	40.0	1.26	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.00
CROWLEY MARITIME CORP.	. 0.5	0.01	1.7	0.06	0.0	0.00	0.0	0.00	0.0	0.00	1.71
DEUTSCHE AFRIKA-LINIEN	0.0	0.00	5.0	0.18	0.0	0.00	0.0	0.00	0.0	0.00	5.01
DOCK EXPRESS SHIPPING B.V.	0.0	0.00	0.0	0.00	0.0	0.00	15.0	0.80	0.0	0.00	15.01
EXPLORATION CRUISE LINES	0.2	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.00
EXXON SHIPPING CO.	54.7	1.73	154.4	5.71	126.4	4.93	1.8	0.09	0.0	0.00	282.67
FISHING CO. OF ALASKA	0.0	0.00	0.0	0.00	2.0	0.07	27.1	1.46	17.5	1.33	46.72
FOSS	3.9	0.12	0.5	0.01	2.2	0.08	0.0	0.00	0.0	0.00	2.71
GLACIER FISH CO, LTD	0.0	0.00	0.0	0.00	1.1	0.04	0.0	0.00	0.0	0.00	1.10
GOLDEN GATE BRIDGE, HGWY &	23.3	0.73	23.3	0.86	23.6	0.92	0.0	0.00	0.0	0.00	46.98
GRANREUNION	0.0	0.00	6.0	0.22	0.0	0.00	0.0	0.00	0.0	0.00	6.01
HOLLAND AMERICA LINE	0.0	0.00	30.5	1.12	0.0	0.00	0.0	0.00	0.0	0.00	30.50
HYUNDAI MERCHANT MARINE COM	0.0	0.00	2.7	0.10	0.0	0.00	0.0	0.00	0.0	0.00	2.72
INTEROCEAN MANAGEMENT CORP.	0.0	0.00	0.0		1.2	0.04	0.0	0.00	0.0	0.00	1.20
JAI WONG INDUSTRIAL CO., LTD	0.0	0.00	0.0		54.2		82.2	4.43	80.4	6.08	216.98
KEMP PACIFIC FISHERIES INC	0.5	0.01	0.0		0.0		0.0	0.00	0.0		0.00
KEYSTONE SHIPPING COMPANY	0.0	0.00		1.18	3.8			1.10	0.0		56.46
KOREA SHIPPING CORP.	31.0			0.00	0.0			0.00		0.00	0.00
LEASING CO	10.2		0.0		0.0			0.80		0.00	15.01
MARITIME OVERSEAS CORP.		0.00		2.03	0.0			0.00		0.00	55.01
MATSON NAVIGATION COMPANY		0.00		0.67	17.7		0.0			0.00	36.02
MC NAB, DELMAR & DAVE		0.01		0.00	0.0		0.0	0.00		0.00	0.00
MILITARY SEALIFT COMMAND	194.0	6.14		3.06		4.81	73.1			1.84	304.13
MOBIL OIL CORP.	0.0	0.00	0.0	0.00	50.0	1.94	0.0	0.00	0.0	0.00	50.01
MOBIL SHIPPING & TRANSPORTA	0.0	0.00		0.37	0.0		0.0	0.00	0.0	0.00	10.01
NATIONAL SCIENCE FOUNDATION	0.0	0.00		0.00		0.00		0.16		0.00	3.01
NAVY	1903.0	60.27			1581.2		1262.2		891.1		5371.55
NOAA	1.1	0.03	0.7	0.02	1.0	0.04	0.0	0.00	0.0	0.00	1.80
NORDVESTCONSULT	0.0	0.00	0.0	0.00	0.0	0.00	15.0	0.80	0.0	0.00	15.01

# PORTLAND SHIP REPAIR YARDS MARKETSHARE TREND REPORT BY CUSTOMER TOTAL MARKET 11/14/88

TREND FOR CUSTOMER IN 100,000's AND %

CUSTOMER	1.90	ART	2.90	ART	3.00	ART	CURR.	QUART	NEXT O	UART	PAST YEAR
	VALUE	SHARE	TOTAL								
NUSC	0.0	0.00	0.0	0.00	1.3	0.05	2.8	0.15	0.0	0.00	4.19
OMI CORP.	90.0	2.85	11.2	0.41	0.0		0.0	0.00	0.0	0.00	11.20
P & O CRUISES, INC.	0.0	0.00	0.0	0.00	9.5	0.37	0.0	0.00	0.0	0.00	9.52
PACIFIC KING FISHERIES	0.0	0.00	2.7	0.10	8.5	0.33	8.5	0.45	0.0	0.00	19.71
PARTENREEDEREI MS SLOMAN ME	0.0	0.00	0.0	0.00	28.0	1.09	0.0	0.00	0.0	0.00	28.00
PETROLEOS MEXICANOS S.A.	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.00
PORT OF PUERTO RICO	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00	13.8	1.04	13.80
PUGET SOUND TUG & BARGE CO.	0.0	0.00	0.0	0.00	0.0	0.00	0.2	0.01	0.0	0.00	0.25
SEA-LAND SERVICE, INC.	34.7	1.09	0.5	0.02	0.0	0.00	0.0	0.00	0.0	0.00	0.58
SEVEN SEAS FISHING CO.	0.9	0.02	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.00
SHANGHAI DREDING CORP.	0.0	0.00	40.0	1.48	0.0	0.00	0.0	0.00	0.0	0.00	40.01
SITMAR CRUISES INC.	0.0	0.00	15.0	0.55	0.0	0.00	0.0	0.00	0.0	0.00	15.01
SITMAR CRUISES, INC.	0.0	0.00	0.0	0.00	1.2	0.04	5.6	0.30	0.0	0.00	6.37
STATE OF ALASKA	0.1	0.00	5.6	0.20	0.0	0.00	7.9	0.42	16.0	1.21	29.64
STATE OF WASHINGTON	20.0	0.63	4.5	0.16	4.5	0.17	0.0	0.00	0.0	0.00	9.03
SUN TRANSPORT	0.0	0.00	15.1	0.56	0.0	0.00	0.0	0.00	0.0	0.00	15.18
TARPON FISHERIES INC.	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.00
TEEKAY SHIPPING CO. INC.	. 0.0	0.00	1.0	0.03	0.0	0.00	0.0	0.00	0.0	0.00	1.00
TESORO REFINING ALASKA	0.0	0.00	0.5	0.01	0.0	0.00	0.0	0.00	0.0	0.00	0.50
TEXACO MARINE SERVICES, INC	26.6	0.84	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.00
TRINIDAD CORP.	0.0	0.00	0.0	0.00	3.0	0.11	0.0	0.00	0.0	0.00	3.02
U.S. ARMY	3.4	0.10	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.00
U.S. ARMY CORPS OF ENGINEER	12.5	0.39	0.3	0.01	3.1	0.12	10.0	0.53	0.0	0.00	13.41
U.S. COAST GUARD	94.3	2.99	115.0	4.25	97.5	3.80	99.9	5.38	87.3	6.60	399.98
U.S. MARITIME ADMINISTATION	6.7	0.21	0.0	0.00	0.0	0.00	5.0	0.26	0.0	0.00	5.01
U.S. MARITIME ADMINISTRATIO	0.0	0.00	0.0	0.00	0.0	0.00	8.4	0.45	1.4	0.11	9.85
UNION OIL	0.0	0.00	0.0	0.00	17.0	0.66	15.0	0.80	0.0	0.00	32.01
UNKNOWN	348.9	11.05	180.0	6.66	217.7	8.48	152.0	8.19	138.6		688.50
WEST COAST SHIPPING		0.08	0.0	0.00	3.2	0.12	0.0	0.00	0.0	0.00	3.25
ZEE ENTERPRISES	0.0	0.00	0.0	0.00	0.0	0.00	0.0		26.8	2.02	26.82
ZIDELL EXPLORATIONS, INC.			1.0	0.03	0.0		0.0	0.00	0.0	0.00	1.00
TOTAL	3157.0	99.81	2702.1	99.79	2565.0	99.86	1855.9		1322.1	99.93	8445.29

	Amount	Comments
Administration Nola Bogle	760	,
Estimating/Engineering Al Dunk Hardy Scroggin Ralph Mitchell Kathy McMillan-Waters Dennis Chard Al Aubert Ed Adams Rusty Wright Brian McNicol Red Smith	3,750 3,650 3,750 3,000 3,200 4,000	Transfer back to craft Transfer back to craft
Systems Mike Silva Grace Cain Min-Shya King	2,750 1,038 2,500	
Document Control Sharon Donaldson Sandy Miller	1,125 1,038	
Accounting Donna Benjamin	1,500	
Payroll/Personnel Bob Stephens	1,038	
Quality Assurance Dick Maize Bill Skiens Chuck Sears Penelope Barratt	3,200 3,200 3,200 1,269	Transfer back to craft Transfer back to craft Transfer back to craft
Purchasing Terry Hendren Pat Mcquire Bryn Fazal Karon Rippe Jo Ellen Jones Barbara Tashkandy Joan Schmunk	2,250 1,800 1,330 1,125 1,800 1,035	To secty position
Consultants John Jozwick Fred Maxwell Ron Behrmann Ball, Janick, et. al.	^^^	25% reduction 10% reduction 10% reduction 50% reduction
NW Shop Valerie Sargent	1,208	Acceptance of the second second
Ship Superintendents Don Sheridan Joe Vetere Jim Lucia Pat Wolfe Pat Costello Bob McLaughlin Rod McLean Jim McClure Guy Vetere Corky Tracy Mel Berg	3,370 3,400	Transfer to Facilities Maintenance  Transfer back to craft
Facilities Management/T Ted Howell Jerry Blakely	3,656	tion Early retirement <del>Transfer back to craft</del>

Northwest Marine Iron Works Project 200

Description	Amount	Comments
Crafts Patty James Jamie Shweikart Kimberlee Shattuck Debbie Bringman Michelle Brassle Diane Niemeyer Char Thompson Paula Olson Carolee McNatt Baine Wilson Kelly Fountain Safety Al Arquedas Bill Young	1,038 952 1,038 1,038 1,038 1,038 1,038 1,038 1,038 1,038	
Production overhead Warehouse Facilities Maintenance	9,600 22,400	Reduce 9 to 36 Reduce 11 to 4 (2 addl if sub restroom cleanup)
Fringe(except medical) Excess bay space Two trailers	167,703 16,770 6,000 870	10% + 5h
Small tools, etc.	191,344 75,000	_
	266,344	

<sup>(1)</sup> Will provide company-paid medical/dental for minimum of six months

### NMIW TELEPHONE LISTING BY DEPARTMENT

ADM	IINISTRATIVE		DOC	CUMENT CONTROL	(CONTINUED)
550	Bill Zavin	President	240	Sharon Donaldson	Clerk
547	Jim Coleman	Exec. VP/Oper.	240	Anna Duran	Clerk
320	Gil Miller	Exec VP/Finance/Admin.	252	Sandy Miller	Clerk 🗸
549	Ivan Chandler	Mgr Mrkt & Sales			
511	Nicholas Calley	Sales Director		OUNTING DEPART	
243	John Jozwick	Dir. of Contracts/Counsel	236	Ted Sharp	Controller
325	Art Farr	Consultant	321	Joe O'Rourke	Cost Manager
357	Dorothy Caldwell	Admin. Secretary	281	Susan Ferro	Gen. Accounts Manager
		·	333	Suzette Brouillard	Accounting Clerk
	ERNMENT PROJEC		253	Beverly Watson	Costing
546	Don Nugent	VP of Federal Contracting	370	Chani Proffitt	A/P Clerk
553	Gordon Newell	Assistant Proj. Manager	359	Donna Preuss	A/P Clerk
548	Greg Lind	Assistant Proj. Manager	355	Donna Benjamin	Bookkeeper
231	Gerry Delaney	Subcontracting Manager	281	Lynn VanSlyke	Accountant
ESTI	MATING/ENGINEE	RING	PAY	ROLL/PERSONNEL	•
239	George Riddle	VP of Estimating	542	Brodie Birch	H/R Manager
244	Tom Saunders	Project Manager	394	Charlotte Jenkins	Payroll/Personnel
234	Al Dunk	Project Manager	326	Sheryl Guice	Payroll Asst.
327	Hardy Scroggin	Project Manager	344	Bob Stevens	Badging
232	Larry Germann	Project Manager	344	Paul LaLonde	Badging
235	Ralph Mitchell	Project Manager		144. 242040	
241	Terry Kingrey	Project Manager	QA	DEPARTMENT	
365	Don Stevens	Naval Architect	213	Rick Taylor	Director
356	Kathy McMillan-	/	214	Harvey Clayton	Inspector
	Waters	Marine Designer 🗸	214	Jerry Hooper	Inspector
356	Dennis Chard	Marine Designer	206	Dick Maize	Inspector 🗸
227	Jim Carrie	Test Coordinator	215	Jim Wallace	Inspector
227	Ray Chumley	SFOMS	215	Billie Skiens	Inspector 🗸
254	Terry Ronnigen	Pipe Estimator	307	Chuck Sears	Inspector -
250	Al Aubert	Estimator	212	Candi DeFord	Secretary
250	Scotty Blackmore	Estimator			
250	Ed Adams	Estimator		CHASING DEPART	
331	Rusty Wright	Estimator	552	Bob Huget	Materials Manager
299	Brian McNicol	Procurement Specialist	218	Terry Hendren	Buyer
293	Barb Adkins	Est./Eng. Secretary	371	Lisa Migas	Expeditor
ever	TENAC INDIDADTRACIA	Tr	229	Vance Putnam	Buyer
	Carry Enh		323	Pat McGuire	Buyer
237	Gary Erb	Systems Manager	230	Bryn Fazal	Expeditor
247 248	Mike Silva Brenda Caldwell	Systems Analyst	223	Jo Ellen Jones (J.J.)	Secretary
245		Oper. J/C	SWI	TCHBOARD	
245	Norm Willinger	Project Planner	0	Robin Gross	Operator
	John Biewener	Programmer	0	Bernie Sisneros	Operator
224	Terry Collins	Operator	0	Sue Cates	Operator
224	Grace Cain	D/E Operator	0	Anna Duran.	Operator
245	Min-Shya King	Program Analyst	U	Ailla Durall.	Operator
384	Al Amerio	Mail Room	CON	SULTANTS `	
DOC	UMENT CONTROL	• • • • • • • • • • • • • • • • • • • •	396	Fred Maxwell	Consultant
551	Fran Chiossi	Manager	396	Ron Behrmann	Consultant
251	Betty Fischer	Clerk	243	Nick Castorina	Consultant
	•	•			

### NMIW TELEPHONE LISTING BY DEPARTMENT

#### PRODUCTION DEPARTMENT

	-				
SHI	P SUPERINTENDE	NTS	CRA	FT 6 – CARPENTEI	RS
200	Lynn Mills	VP/Production	291	Conny Dahlen	Superintendent
210	Don Sheridan	Ship Superintendent	322	Bill Hall	Foreman
211	Joe Vetere	Ship Superintendent	322	Don Bryan	Foreman
219	Jim Lucia	Ship Superintendent	322	Trent Dibble	Foreman
209	Dave Sheridan	Ship Superintendent	322	Dave English	Foreman
207	Pat Wolfe	Ship Superintendent V	291	Patty James	Secretary
207	John Gilmore	Ship Superintendent			
311	Bob Kunkel	Ship Superintendent	CRA	FT 7 - PIPE SHOP	
379	Jon Sandstrom	Ship Superintendent	301	Roy McKay	Superintendent
280	Pat Costello	Ship Superintendent	302	Vern Harguth	Foreman
375	Bob McLaughlin	Ship Superintendent	283	Maurice Eide	Coordinator
280	Rod MacLean	Ship Superintendent	367	Norm Burnett	Foreman
204	Jim McClure	Ship Superintendent —	368	Merlyn Bennett	Foreman
280	Doug Taylor	Ship Superintendent	282	Kimberlee Shattuck	Secretary
280	Guy Vetere	Ship Superintendent			
280	Jon Donner	Ship Superintendent	CRA	FT 8 - LABORERS	
204	Corky Tracy	Night Ship Superintendent	259	Ray Coury	Superintendent
280	Mel Berg	Night Ship Superintendent	260	Vern Plass	Foreman
202	Elva Moen	Secretary	260	R.L. Jones	Foreman
			260	George Fassilis	Foreman
FAC	ILITIES PLANT M	ANAGER	260	Terry Shoals	Foreman
	ABITIES I EARLY IVI	ANAOLK	260	Jon Fassilis	Foreman
201	Ted Howell	Plant Manager	260	Ron James	Swing Foreman
			261	Debbie Bringman	Secretary
CRA	FT 1 - ELECTRIC	IANS	~~.		
255	Walt Haywood	Superintendent	CRA	FT 9 - PAINTERS	
343	Norm Wilmot	Foreman	259	Ray Coury	Superintendent
256	Paul McClelland	Foreman	260	Glenn Murray	Foreman
256	Dan Wilson	Foreman	260	Evans Fassilis	Foreman
258	Dave Taylor	Maint. Foreman	350	Bill Youngson	Foreman
257	Peggy Hoyt	Tool Room	260	Gerald Becker	Swing Foreman
237	reggy noyt	1001 Room	261	Debbie Bringman	Secretary
CRA	AFT 2 – SHEETMET	TAL	CRA	FT 10 - SANDBLAS	TERS
292	Conny Dahlen	Superintendent	259	Ray Coury	Superintendent
294	Lyn Nutter	Foreman	260	Carl Winsor	Foreman
295	Bo Hendriksbo	Foreman	260	Ed Dryoff	Foreman
295	Deak Brown	Foreman	260	Chuck Sumner	Swing Foreman
378	Dick Clark	Foreman	261	Debbie Bringman	Secretary
292		Secretary			
_,_		,		FT 11 – BOILERMA	
CRA	FT 3 – TRANSPOR	TATION	285	Ed Eckelhoff	Superintendent
			285	Russ Niemeyer	Foreman
201	Ted Howell	Superintendent	340	Wayne Hall	Planner
298	Jerry Kiel	Foreman	287	Bill Niemeyer	Foreman
296	Dave King	Dispatcher	289	Chuck Leavy	Foreman
2007	Laurent Dialante	Dallaf Discovalence	201	This was Allegan access	Train and Art

286

Diane Niemeyer

Secretary

296

Jerry Blakely

Relief Dispatcher

#### NMIW TELEPHÔNE LISTING BY DEPARTMENT

#### PRODUCTION DEPARTMENT

CRAFT 14 - MACHINISTS				
262	Herman Miller	Superintendent		
353	Walter Dickson	Foreman		
353	Earnest Dickson	Foreman		
310	Larry Amato	Foreman		

353/265 Roy Ellis Swing Foreman
304/351 Phil Rasler Foreman

264 Harry Dingman Foreman 263 Paula Olson Secretary

263 Carolee McNatt Swing Secretary

#### **CRAFT 13 - VALVE SHOP**

262 H	Herman Miller	Superintenden
304/35	1 Phil Rasler	Foreman
351	Charlie Spencer	Foreman
351 N	Michelle Brassel	Secretary

#### **CRAFT 15 - WAREHOUSE**

552	Bob Huget	Superintendent
300	Rudy Paulson	Foreman

#### **CRAFT 15 - WAREHOUSE (CONTINUED)**

307	Terry McGilvra	Leadman
297	Don Emerson	Leadman
352	Ty Miller	CI

#### **CRAFT 17 - RIGGERS**

267	Jim McClure	Superintendent
266	Steve Renfro	Foreman
266	Baine Wilson	Secretary

#### SAFETY DEPARTMENT

217	Al Arguedas	Director
397	Bo Williams	Coordinator
397	Bob Taylor	C Person
397	Rene Garrett	C Person
397	Tom O'Kelley	C Person
397	Ken Semore	C person
397	Bill Young	Inspector

Project 200 To maistain a revous or going Cydility Mission reinsed teem at longer and tout Considerations - Complete OkiNAWA - HA Planning team - NTU ProposAL Team - Projecto workload Project 200 implementation
Salarion
- People Leat - Retain Multifactura Recorde Reduce Rontale .. POP + Charge Review.
.. Lioned = 90:7
Reduce 1000 - account to mis - Prople
- matil. Rudua PO resource + Hairate for remeioden Combine functions - Rejour Creft OH Material/Solity/ Transportation/DP

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Jobno	PT PRD Hours	M. P. D.	Prod Hrs	0. T. Hr	
1000	0. 0	0. 0	3410. 5	138.	
1001 Electric	8.0	1.0	1143. 0	1.	
1002	0. 0	0. 0	404. 5	1.	
1003	0. 0	0. 0	13. 0	1.	
1006	0. 0	0. 0	178. 0	6.	
1007 Pupe _	24. 0	3. 0	959. 5	12.	
1008	0. 0	0. 0	231. 5	<b>1</b> .	
1009	0. 0	0. 0	18. 5	0.	
1010	0. 0	0.0	14. 5	0.	
1011 Bodelor	da 22.0	2. 8	2687. 0	552.	
1013	0.0	0.0	120. 0	6.	
-1014 Machin	25.0	3. 1	2198. 0	80.	
1015 Wareho	nol 72.0	9. 0	8525. 0	420.	
1017 Rigge	16. 0	2. 0	832. 5	4.	
1021	0.0	0. 0	1808. 5	234.	
1025 Facilitie	85. 0	10. 6	7016. 0	87.	
1030	9. O	1. 1	834. 0	107.	
TOTAL	261 0	32.6	30394.0	1653.	

(

 COMMAND

NORMARINE PIL

4997997DOCKUI

MSG. NO. 22151

2 DECEMBER 1988

TO: NORTHWEST MARINE IRON WORKS

PORTLAND, OR

ATTN: MR. NICK CALLEY

REINAMON CONVERSION PROJECT

ON BEHALF OF DOCK EXPRESS CONTRACTORS, I WOULD LIKE TO TAKE THIS OPPORTUNITY TO THANK YOU FOR SUBMITTING YOUR BID PACKAGE FOR THE CONVERSION OF THE M/V/ TOCK EXPRESS VIRGINIA (...)

WE HAVE COMPLETED OUR REVIEW OF ALL BIDS SUBMITTED AND HAVE IDENTIFIED A SHORT LIST OF CANDIDATE SHIPYARDS FOR FURTHER NEGOTIATION. NORTHWEST MARINE IRON WORKS HAS NOT BEEN INCLUDED ON OUR SHORT LIST. SHOULD CIRCUMSTANCES CHANGE, WE WILL CONTACT YOU TO DISCUSS THE MATTER FURTHER.

WE CERTAINLY APPRECIATE YOUR KEEN INTEREST IN THE M/V > DOCK EXPRESS VIRGINIA? CONVERSION AND WE LOOK FORWARD TO YOUR PARTICIPATION IN FUTURE PROJECTS OF MUTUAL INTEREST.

THANK YOU VERY MUCH FOR YOUR KIND CONSIDERATION.

KIND REGARDS, DOCK EXPRESS CONTRACTORS, INC.

JAMES E. MCDOWELL
DIRECTOR OF SPECIAL PROJECTS
NNNN

NORMARINE PTL

 $\left(20^{\circ}\right)$ 

COMMANI

### OVERSEAS JUNEAU

N. W. 2, 442, 174 24 CD C.G. 1, 660,000 18 CD W.S. 1. 1,371,000 12 CD INCL. 62,000 P.T.

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R 072344Z JUL 88 ZYB

FM COMNAVSURFPAC SAN DIEGO CA (COMMANDER NAVAL SURFACE FORCE PACIFIC)

TO RHWZMQQ/USS PAUL F FOSTER

RHWIHHA/SUPSHIP SEATTLE WA

RUCLRFA/NORTHWEST MARINE IRON WORKS

5555 N CHANNEL AVENUE BLDG 2

PORTLAND OR 97217

INFO RUENAAAA/CNO WASHINGTON DC (CHIEF OF NAVAL OPERATIONS)

RHHMBRA/CINCPACFLT PEARL HARBOR HI (COMMANDER IN CHIEF U.S. PACIFIC FLEET) RULSSAA/COMNAVSEASYSCOM WASHINGTON DC (COMMANDER NAVAL SEA SYSTEMS COMMAND)

RUWDXAA/COMDESRON THREE THREE (COMMANDER DESTROYER SQUADRON 33)

ACCT NA-CNRF

UNCLAS //N04710//

SUBJ: ROH COMPLETION

- A. SUPSHIP SEATTLE WA 051658Z JUL 88 NOTAL
- 1. NAVSEA for PMS 314 and SEA 07. OPNAV for OP321.
- Ref A reports completion of USS PAUL F. FOSTER'S FY 87 regular overhaul at Northwest Marine Iron Works Portland, Oregon at originally scheduled CNO completion date 1 July 1988.
- 3. As the first such on-time redelivery of a PACFLT SPRUANCE Class ship from the massive Vertical Launch System (VLS)/SQQ-89/LAMPS MK III ShipAlt package special recognition is in order.
- 4. For PAUL F. FOSTER: Your in-depth management and detailed involvement in the successful accomplishment of the complex out-of-homeport overhaul was refreshing to observe. You have optimized my guidance in taking responsibility for your availability. PAUL F. FOSTER'S LOE performance was superlative as have been all evolutions during this past demanding year. You have been innovative and tenacious in accomplishing training, upgrading your supply support and in maintaining shipboard cleanliness and safety.
- 5. For SupShip Seattle: Your on-site team has set new standards for project management in the professional administration of a dynamic, interdependent overhaul package. The maintaining of PAUL F. FOSTER'S contract current on an almost daily basis has protected the rights of the Government and the contractor while concurrently satisfying all customers.
- 6. For NMIW: We know who ultimately "turns the wrenches" to get out the ship. By my personal observation, NMIW has come the farthest of any West Coast private sector contractor in taking aboard my Navy ship repair cost-saving initiatives while continuing to provide responsive quality workmanship. As the Rose Festival demonstrates to my visiting ships each year, Portland is a super host city. Keep up the good work.
- 7. VAdm G. W. Davis Jr.

ADMINISTRATIVE MESSAGE

ROUTINE

R 251916Z JUL 88 ZYB

FM COMNAVSFASYSCOM WASHINGTON DC

TO USS PAUL F FOSTER

SUPSHIP SEATTLE W

COMNAVSURFPAC SAN DIEGU CA

INFO CINCPACELT PEARL HARBOR HI COMDESRON THREE THREE

BT UNCLAS //N04710//

SUBJ: USS PAUL F. FOSTER (DD964) FY 87 ROH COMPLETION

1. NAVSEA NOTES WITH PLEASURE THE COMPLETION OF USS PAUL F. FUSTER FY87 OVERHAUL AT NORTHWES! MARINE IRON MORKS, PURTLAND, OREGON. A TOTAL OF 56 "K" ALTS INCLUDING TOMAHAWK VERTICAL LAUNCH SYSTEM (VLS), AN/SQQ-89 SONAR SYSTEM, LAMPS MK III HELD SYSTEMS, V-LINES, AND OUTBOARD I AND II WERE ACCOMPLISHED IN THIS DEMANDING 12 MONTH AVAILABILITY. DESPITE THE TECHNICAL COMPLEXITY, THE OVERHAUL COMPLETED AT THE ORIGINAL CNO DATE OF 1 JULY 88 AND BELOW THE PROJECTED END COST (PEC).

2. FOR USS PAUL F. FOSTER: YOUR CREW WAS A KEY ELEMENT IN THE OVERHAUL PROCESS AND A MAJOR CONTRIBUTOR TO ITS SUCCESS AND DESERVES THE HIGHEST PRAISE.

3. FOR SUPSHIP SEATTLE: THE DEDICATED PROFESSIONALISM AND INNOVATION EXHIBITED BY SUPSHIP SEATTLE PERSONNEL WAS INSTRUMENTAL IN THIS SUPERIOR ACCOMPLISHMENT. REQUEST PASS ALONG WELL DONE TO NMIW MANAGEMENT.

4. BZ TO ALL. RADM HEKMAN SENDS. BT

Sea 91

DLVR: SUPSHIP SEATTLE WA(4) ... ACT

RTD: 000-000/COPIE910004

919556/6279/207 1 OF 1 41 0216 207/22:36Z 251916Z JUL 88 C3N:RXNA0194 COMNAVSEASYSCOM WASHINGTON DC

13

#### **DEPARTMENT OF THE NAVY**



MILITARY SEALIFT COMMAND, PACIFIC OAKLAND, CALIFORNIA 94625-5010

IN REPLY REFER TO:

16 August 1988

Mr. William H. Zavin President Northwest Marine Iron Works 555 North Channel Portland, Oregon 97217

Dear Mr. Zavin,

As I conclude my tour as Commander, Military Sealift Command, Pacific I would like to take this opportunity to express my appreciation to you and your fine company for the uniformly outstanding repair work you have provided during overhauls of seven MSCPAC ships on my watch. The performance of your ship repair team, including senior management, shipboard supervisors, and skilled labor has left nothing to be desired. Their responsiveness, and their willingness to work hand-in-hand with my on-site engineers, contracting officers and ship's force personnel have resulted in highly productive and cost effective repair periods. Through your efforts, the material readiness of my ships has been significantly enhanced.

I would like to wish you and your company every success in your future endeavors.

Sincerely yours,

WILLIAM T. DANNHEIM





### DEPARTMENT OF THE NAVY SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USA

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USA SEATTLE, WASHINGTON 981 15-5003

NHB5-8197/DD964 Ser 401-4512 08 Nov 88

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Commander, Naval Sea Systems Command (PMS 314)

Subj: USS PAUL F. FOSTER (DD-964) CONTRACT NO.0024-85-H-8197 JOB OFDER EH29

PERFORMANCE FEE EVALUATION BOARD REPORT; FIFTH PERIOD

Ref: (a) Clause H-20 Determination of Performance Fee

1. The subject Performance Fee Evaluation Board (PFEB) convened on 03 November 1988 and evaluated the contractor's performance on subject contract for the fifth period, 01 May 1988 through 29 September 1988.

- 2. The PFEB recommends a numerical rating of 98.8% and an adjective rating of Excellent, based on three category scores weighted in accordance with paragraph (f), reference (a) as follows:
  - a. Schedule Performance: Numerical rating of 100%
    - (1) Areas of Commendable Performance:
- (a) The contractor met all planned milestones for this period with the most significant being LOE, Sea Trials, and Completion of ROH.
- (b) The contractor has had an outside consultant review his scheduling and progressing system and has begun implementation of the recommendations, albeit too late for this overhaul. Nevertheless, this is a positive step forward for the contractor.
- (c) The contractor has been effective in integrating his work with that of ship's force to meet milestones during this period.
- (d) The contractor's effort in assisting ship's force to prepare for sea trials was outstanding, considering manning was low at this point in the RCH.
- (e) The contractor's responses to sea trial related problems were commendable.
- (f) The contractor was very responsive to last minute VIS problems/discrepancies upon receipt of contract changes.
  - b. Technical Performance: Numerical rating of 98%
    - (1) Areas of Commendable Performance:
- (a) The contractor demonstrated excallent effectiveness in fulfilling the in-process, as well as at-completion, quality requirements of the contract. Corrective action requests were responded to in a timely manner.

Subj: USS PAUL F. FOSTER (DD-964) CONTRACT NO0024-85-H-8197 JOB ORDER 20129 PERFORMANCE FEE BOARD EVALUATION REPORT; FIFTH PERIOD

- (b) The contractor's performance in the area of completing aviation facility deficiencies, both contractor and government, was commendable, enabling certification of the halicopter flight deck prior to sea trials.
- (c) The contractor's effectiveness of repairs and alterations was demonstrated by the way the ship was able to complete its post repair testing and exercises within the originally scheduled time frames. There were no warranty items identified which required more than 24 hours to correct.
- (d) The ASW systems major Ship Alteration installations were tested with excellent results during sea trials.
- (e) The contractor's correction of identified warranty items was excallent.
- (f) The contractor has responded in a positive manner to specific requests on safety, preservation, and cleanliness problems. He has continued to attempt to maintain the ship in a clean state to meet the terms of the contract.
- (g) The Propulsion Examining Board graded the USS PAUL F. FOSTER one of the highest they had ever seen. While this is not all due to contractor efforts, it certainly could not have been done without the superlative effort of NATW.
- (h) The contractor's quality assurance department has done an outstanding job of observing and reporting discrepancies for correction in on-
- going work in the weapons area of this overhaul.

  (i) The contractor's warehouse personnel remained extremely cooperative. Identification of GFM was accurate and timely. These personnel went out of their way to see that all last minute emergent material was onboard USS PAUL F. FOSTER prior to sail away.
- (j) The warehouse was orderly during the entire contract period. Material was always easily located.
  - C. Management Performance: Numerical rating of 98%

#### (1) Areas of Oxymendable Performance:

- (a) The contractor has provided pricing data for changes under \$100,000, when requested, in a timely manner and has normally been willing to negotiate fair and reasonable prices.
- (b) Rarely has anyone associated with this overhaul seen a worker not performing.

Subj: USS PAUL F. FOSTER (DD-964) CONTRACT NO0024-85-H-8197 JOB ORDER EH29 PERFORMANCE FEE BOARD EVALUATION REPORT; FIFTH PERIOD

- (c) The contractor's management organization was very effective in preventing schedule slippage by shifting manpower to resolve emerging problems. This was especially apparent in the LOE, Aviation Certification inspection, and Sea Trial discrepancy correction areas.
- (d) The USS PAUL F. FOSTER was completed on time with excellent quality at a reasonable price.
- 3. This is the final performance fee board report for an exceptionally successful overhaul.

J. A. KEISE

CODY to: COMDESSON THREE THREE COMVAVSURFPAC N4 R 072344Z JUL 88 ZYB

FM COMNAVSURFPAC SAN DIEGO CA (COMMANDER NAVAL SURFACE FORCE PACIFIC)

TO RHWZMQQ/USS PAUL F FOSTER

RHWIHHA/SUPSHIP SEATTLE WA

RUCLRFA/NORTHWEST MARINE IRON WORKS

5555 N CHANNEL AVENUE BLDG 2

PORTLAND OR 97217.

INFO RUENAAAA/CNO WASHINGTON DC (CHIEF OF NAVAL OPERATIONS)

RHHMBRA/CINCPACFLT PEARL HARBOR HI (COMMANDER IN CHIEF U.S. PACIFIC FLEET) RULSSAA/COMNAVSEASYSCOM WASHINGTON DC (COMMANDER NAVAL SEA SYSTEMS COMMAND)

RUWDXAA/COMDESRON THREE THREE (COMMANDER DESTROYER SQUADRON 33)

ACCT NA-CNRF

UNCLAS //N04710//

SUBJ: ROH COMPLETION

- A. SUPSHIP SEATTLE WA 051658Z JUL 88 NOTAL
- 1. NAVSEA for PMS 314 and SEA 07. OPNAV for OP321.
- 2. Ref A reports completion of USS PAUL F. FOSTER'S FY 87 regular overhaul at Northwest Marine Iron Works Portland, Oregon at originally scheduled CNO completion date 1 July 1988.
- 3. As the first such on-time redelivery of a PACFLT SPRUANCE Class ship from the massive Vertical Launch System (VLS)/SQQ-89/LAMPS MK III ShipAlt package special recognition is in order.
- 4. For PAUL F. FOSTER: Your in-depth management and detailed involvement in the successful accomplishment of the complex out-of-homeport overhaul was refreshing to observe. You have optimized my guidance in taking responsibility for your availability. PAUL F. FOSTER'S LOE performance was superlative as have been all evolutions during this past demanding year. You have been innovative and tenacious in accomplishing training, upgrading your supply support and in maintaining shipboard cleanliness and safety.
- 5. For SupShip Seattle: Your on-site team has set new standards for project management in the professional administration of a dynamic, interdependent overhaul package. The maintaining of PAUL F. FOSTER'S contract current on an almost daily basis has protected the rights of the Government and the contractor while concurrently satisfying all customers.
- 6. For NMIW: We know who ultimately "turns the wrenches" to get out the ship. By my personal observation, NMIW has come the farthest of any West Coast private sector contractor in taking aboard my Navy ship repair cost-saving initiatives while continuing to provide responsive quality workmanship. As the Rose Festival demonstrates to my visiting ships each year, Portland is a super host city. Keep up the good work.
- 7. VAdm G. W. Davis Jr.

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ADMINISTRATIVE MESSAGE

ROUTINE

R 251916Z JUL 88 ZYB

FM COMNAVSEASYSCOM WASHINGTON DC

INFO CINCPACELT PEARL HARBOR HI

TO USS PAUL F FOSTER

COMDESTON THREE THREE

SUPSHIP SEATTLE V

COMNAVSURFPAC SAN DIEGU CA

BT UNCLAS //N04710//

SUBJ: USS PAUL F. FOSTER (DD964) FY 87 ROH COMPLETION

1. NAVSEA NOTES WITH PLEASURE THE COMPLETION OF USS PAUL F. FUSTER FY87 OVERHAUL AT NORTHWES! MARINE IRON NORKS, PURILAND, OREGON. A TOTAL OF 56 "K" ALTS INCLUDING TOMAHAWK VERTICAL LAUNCH SYSTEM (VLS), AN/SQQ-89 SONAR SYSTEM, LAMPS MK III HELD SYSTEMS, V-LINES, AND OUTBOARD I AND II WERE ACCOMPLISHED IN THIS DEMANDING 12 MONTH AVAILABILITY. DESPITE THE TECHNICAL COMPLEXITY, THE OVERHAUL COMPLETED AT THE ORIGINAL CNO DATE OF 1 JULY 88 AND BELOW THE PROJECTED END COST (PEC).

2. FOR USS PAUL F. FOSTER: YOUR CREW WAS A KEY ELEMENT IN THE OVERHAUL PROCESS AND A MAJOR CONTRIBUTOR TO ITS SUCCESS AND DESERVES THE HIGHEST PRAISE.

3. FOR SUPSHIP SEATTLE: THE DEDICATED PROFESSIONALISM AND INNOVATION EXHIBITED BY SUPSHIP SEATTLE PERSONNEL WAS INSTRUMENTAL IN THIS SUPERIOR ACCOMPLISHMENT. REQUEST PASS ALONG WELL DONE TO NMIW MANAGEMENT.

4. BZ TO ALL. RADM HEKMAN SENDS. BT

Sea 91

DLVR: SUPSHIP SEATTLE WA(4) ... ACT

RTD:000-000/COPIE910004

919556/6279/207 1 DF 1 41 0216 207/22:36Z 251916Z JUL 88 CSN:RXNA0194 COMNAVSEASYSCOM WASHINGTON DC

13

#### DEPARTMENT OF THE NAVY



MILITARY SEALIFT COMMAND, PACIFIC OAKLAND, CALIFORNIA 94625-5010

IN REPLY REFER TO:

16 August 1988

Mr. William H. Zavin President Northwest Marine Iron Works 555 North Channel Portland, Oregon 97217

Dear Mr. Zavin,

As I conclude my tour as Commander, Military Sealift Command, Pacific I would like to take this opportunity to express my appreciation to you and your fine company for the uniformly outstanding repair work you have provided during overhauls of seven MSCPAC ships on my watch. The performance of your ship repair team, including senior management, shipboard supervisors, and skilled labor has left nothing to be desired. Their responsiveness, and their willingness to work hand-in-hand with my on-site engineers, contracting officers and ship's force personnel have resulted in highly productive and cost effective repair periods. Through your efforts, the material readiness of my ships has been significantly enhanced.

I would like to wish you and your company every success in your future endeavors.

Sincerely yours,

WILLIAM T. DANNHEIM





#### SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USA SEATTLE, WASHINGTON 95115-5003

NHB5-8197/DD964 Ser 401-4512 08 Nov 88

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Commander, Naval Sea Systems Command (PMS 314)

Subj: USS PAUL F. FOSTER (DD-964) CONTRACT NOO024-85-H-8197 JOB OFDER EH29

PERFORMANCE FEE EVALUATION BOARD REPORT; FIFTH PERIOD

Ref: (a) Clause H-20 Determination of Performance Fee

1. The subject Performance Fee Evaluation Board (PFEB) convened on 03 November 1988 and evaluated the contractor's performance on subject contract for the fifth period, 01 May 1988 through 29 September 1988.

- 2. The PFEB recommends a numerical rating of 98.8% and an adjective rating of Excellent, based on three category scores weighted in accordance with paragraph (f), reference (a) as follows:
  - a. Schedule Performance: Numerical rating of 100%
    - (1) Areas of Commendable Performance:
- (a) The contractor met all planned milestones for this period with the most significant being LCE, Sea Trials, and Completion of RCH.
- (b) The contractor has had an outside consultant review his scheduling and progressing system and has begun implementation of the recommendations, albeit too late for this overhaul. Nevertheless, this is a positive step forward for the contractor.
- (c) The contractor has been effective in integrating his work with that of ship's force to meet milestones during this period.
- (d) The contractor's effort in assisting ship's force to prepare for sea trials was outstanding, considering manning was low at this point in the RCH.
- (e) The contractor's responses to sea trial related problems were commendable.
- (f) The contractor was very responsive to last minute VIS problems/discrepancies upon receipt of contract changes.
  - b. Technical Performance: Numerical rating of 98%
    - (1) Areas of Commendable Performance:
- (a) The contractor demonstrated excellent effectiveness in fulfilling the in-process, as well as at-completion, quality requirements of the contract. Corrective action requests were responded to in a timely manner.

Subj: USS PAUL F. FOSTER (DD-964) CONTRACT NO0024-85-H-8197 JOB ORDER 2229 PERFORMANCE FEE BOARD EVALUATION REPORT: FIFTH PERIOD

- (b) The contractor's performance in the area of completing aviation facility deficiencies, both contractor and government, was commandable, enabling certification of the helicopter flight dack prior to sea trials.
- (c) The contractor's effectiveness of repairs and alterations was demonstrated by the way the ship was able to complete its post repair testing and exercises within the originally scheduled time frames. There were no warranty items identified which required more than 24 hours to correct.
- (d) The ASW systems major Ship Alteration installations were tested with excellent results during sea trials.
- (e) The contractor's correction of identified warranty items was excellent.
- (f) The contractor has responded in a positive manner to specific requests on safety, preservation, and cleanliness problems. He has continued to attempt to maintain the ship in a clean state to meet the terms of the contract.
- (g) The Propulsion Examining Board graded the USS PAUL F. FOSTER one of the highest they had ever seen. While this is not all due to contractor efforts, it certainly could not have been done without the superlative effort of NMTW.
- (h) The contractor's quality assurance department has done an outstanding job of observing and reporting discrepancies for correction in ongoing work in the weapons area of this overhaul.
- (1) The contractor's warehouse personnel remained extremely cooperative. Identification of GFM was accurate and timely. These personnel went out of their way to see that all last minute emergent material was onboard USS PAUL F. FOSTER prior to sail away.
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  Material was always easily located.
  - c. Management Performance: Numerical rating of 98%

#### (1) Areas of Commendable Performance:

- (a) The contractor has provided pricing data for changes under \$100,000, when requested, in a timely manner and has normally been willing to negotiate fair and reasonable prices.
- (b) Rarely has anyone associated with this overhaul seen a worker not performing.

Subj: USS PAUL F. FOSTER (DD-964) CONTRACT NOO024-85-H-8197 JOB ORDER EM29 PERFORMANCE FEE BOARD EVALUATION REPORT: FIFTH PERIOD

- (c) The contractor's management organization was very effective in preventing schedule slippage by shifting manpower to resolve emerging problems. This was especially apparent in the LOE, Aviation Cartification inspection, and Sea Trial discrepancy correction areas.
- (d) The USS PAUL F. FOSTER was completed on time with excellent quality at a reasonable price.
- 3. This is the final performance fee board report for an exceptionally successful overhaul.

J. A. KELSEY

CODY to: COMDESSON THREE THREE COMNAVSURFPAC N4 R 072344Z JUL 88 ZYB

FM COMNAVSURFPAC SAN DIEGO CA (COMMANDER NAVAL SURFACE FORCE PACIFIC)

TO RHWZMQQ/USS PAUL F FOSTER

RHWIHHA/SUPSHIP SEATTLE WA

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5555 N CHANNEL AVENUE BLDG 2

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INFO RUENAAAA/CNO WASHINGTON DC (CHIEF OF NAVAL OPERATIONS)

RHHMBRA/CINCPACFLT PEARL HARBOR HI (COMMANDER IN CHIEF U.S. PACIFIC FLEET) RULSSAA/COMNAVSEASYSCOM WASHINGTON DC (COMMANDER NAVAL SEA SYSTEMS COMMAND)

RUWDXAA/COMDESRON THREE THREE (COMMANDER DESTROYER SQUADRON 33)

ACCT NA-CNRF

UNCLAS //N04710//

SUBJ: ROH COMPLETION

- A. SUPSHIP SEATTLE WA 051658Z JUL 88 NOTAL
- 1. NAVSEA for PMS 314 and SEA 07. OPNAV for OP321.
- 2. Ref A reports completion of USS PAUL F. FOSTER'S FY 87 regular overhaul at Northwest Marine Iron Works Portland, Oregon at originally scheduled CNO completion date 1 July 1988.
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- 7. VAdm G. W. Davis Jr.

ADMINISTRATIVE MESSAGE

ROUTINE

R 251916Z JUL 88 ZYB

FM COMNAVSEASYSCOM WASHINGTON DC

TO USS PAUL F FOSTER

SUPSHIP SEATTLE

COMNAVSURFPAC SAN DIEGU CA

INFO CINCPACELT PEARL HARBOR HI

COMDESTON THREE THREE

BT UNCLAS //N04710//

SUBJ: USS PAUL F. FOSTER (DD964) FY 87 ROH COMPLETION

1. NAVSEA NOTES WITH PLEASURE THE COMPLETION OF USS PAUL F. FUSTER FY87 OVERHAUL AT NORTHWES! MARINE IRON NORKS, PURILAND, OREGON. A TOTAL OF 56 "K" ALTS INCLUDING TOMAHAWK VERTICAL LAUNCH SYSTEM (VLS), AN/SQQ-89 SONAR SYSTEM, LAMPS MK III HELD SYSTEMS, V-LINES, AND DUTBOARD I AND II WERE ACCOMPLISHED IN THIS DEMANDING 12 MONTH AVAILABILITY. DESPITE THE TECHNICAL COMPLEXITY, THE OVERHAUL COMPLETED AT THE ORIGINAL CNO DATE OF 1 JULY 88 AND BELOW THE PROJECTED END COST (PEC).

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4. BZ TO ALL. RADM HEKMAN SENDS. BT

Sea 91

DLVR: SUPSHIP SEATTLE WA(4) ... ACT

RTD:000-000/COP1E910004

919556/6279/207 1 <sup>OF</sup> 1 41 0216 207/22:36Z 251916Z JUL 88 C3N:rxna0194 COMNAVSEASYSCOM WASHINGTON DC

13

#### DEPARTMENT OF THE NAVY



MILITARY SEALIFT COMMAND, PACIFIC OAKLAND, CALIFORNIA 94625-5010

IN REPLY REFER TO:

16 August 1988

Mr. William H. Zavin President Northwest Marine Iron Works 555 North Channel Portland, Oregon 97217

Dear Mr. Zavin,

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I would like to wish you and your company every success in your future endeavors.

Sincerely yours,

WILLIAM T. DANNHEIM





## SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USA SEATTLE, WASHINGTON 96115-5003

IN REPLY REPER VO. NHB5-8197/D0964 Ser 401-4512 08 NOV 88

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Commander, Naval Sea Systems Command (PMS 314)

Subj: USS PAUL F. FOSTER (DD-964) CONTRACT NOO024-85-H-8197 JOB ORDER EH29

PERFORMANCE FEE EVALUATION BOARD REPORT; FIFTH PERIOD

Ref: (a) Clause H-20 Determination of Performance Fee

1. The subject Performance Fee Evaluation Board (PFEB) convened on 03 November 1988 and evaluated the contractor's performance on subject contract for the fifth period, 01 May 1988 through 29 September 1988.

- 2. The PFEB recommends a numerical rating of 98.8% and an adjective rating of Excellent, based on three category scores weighted in accordance with paragraph (f), reference (a) as follows:
  - a. Schedule Performance: Numerical rating of 100%

# (1) Areas of Cummendable Performance:

- (a) The contractor met all planned milestones for this period with the most significant being LOE, Sea Trials, and Completion of ROH.
- (b) The contractor has had an outside consultant review his scheduling and progressing system and has begun implementation of the recommendations, albeit too late for this overhaul. Nevertheless, this is a positive step forward for the contractor.
- (c) The contractor has been effective in integrating his work with that of ship's force to meet milestones during this period.
- (d) The contractor's effort in assisting ship's force to prepare for sea trials was outstanding, considering manning was low at this point in the RCH.
- (e) The contractor's responses to sea trial related problems were commendable.
- (f) The contractor was very responsive to last minute VIS problems/discrepancies upon receipt of contract changes.
  - b. Technical Performance: Numerical rating of 98%

## (1) Areas of Commendable Performance:

(a) The contractor demonstrated excallent effectiveness in fulfilling the in-process, as well as at-completion, quality requirements of the contract. Corrective action requests were responded to in a timely manner.

- Subj: USS PAUL F. FOSTER (DD-964) CONTRACT M00024-85-H-8197 JOB OFDER E-129 PERFORMANCE FEE BOAFD EVALUATION REPORT; FIFTH PERIOD
- (b) The contractor's performance in the area of completing eviation facility deficiencies, both contractor and government, was commendable, enabling certification of the halicopter flight deck prior to sea trials.
- (c) The contractor's effectiveness of repairs and alterations was demonstrated by the way the ship was able to complete its post repair testing and exercises within the originally scheduled time frames. There were no warranty items identified which required more than 24 hours to correct.
- (d) The ASW systems major Ship Alteration installations were tested with excellent results during sea trials.
- (e) The contractor's correction of identified warranty items was excellent.
- (f) The contractor has responded in a positive manner to specific requests on safety, preservation, and cleanliness problems. He has continued to attempt to maintain the ship in a clean state to meet the terms of the contract.
- (g) The Propulsion Examining Board graded the USS PAUL F. FOSTER one of the highest they had ever seen. While this is not all due to contractor efforts, it certainly could not have been done without the superlative effort of NMTW.
- (h) The contractor's quality assurance department has done an outstanding job of observing and reporting discrepancies for correction in on-
- going work in the weapons area of this overhaul.

  (i) The contractor's warehouse personnel remained extremely cooperative. Identification of GFM was accurate and timely. These personnel went out of their way to see that all last minute emergent material was onboard USS PAUL F. FOSTER prior to sail away.
- (j) The warehouse was orderly during the entire contract period.

  Material was always easily located.
  - c. Management Performance: Numerical rating of 98%

# (1) Areas of Commendable Performance:

- (a) The contractor has provided pricing data for changes under \$100,000, when requested, in a timely manner and has normally been willing to negotiate fair and reasonable prices.
- (b) Rarely has anyone associated with this overhaul seen a worker not performing.

Subj: USS PAUL F. FOSTER (DD-964) CONTRACT NOO024-85-H-8197 JOB ORDER EM29 PERFORMANCE FEE BOARD EVALUATION REPORT; FIFTH PERIOD

- (c) The contractor's management organization was very effective in preventing schedule slippage by shifting manpower to resolve emerging problems. This was especially apparent in the LOE, Aviation Certification inspection, and Sea Trial discrepancy correction areas.
- (d) The USS PAUL F. FOSTER was completed on time with excellent quality at a reasonable price.
- 3. This is the final performance fee board report for an exceptionally successful overhaul.

A. KELSEY

CODY to: COMDESSION THREE THREE COMNAVSURFPAC N4



#### DEPARTMENT OF THE NAVY

MILITARY SEALIFT COMMAND, PACIFIC OAKLAND, CALIFORNIA 94625-5010

IN REPLY REFER TO:

P-10-1 09 December 1988

Northwest Maritime Iron Works 5555 N. Channel Ave., Bldg. 2 Portland, OR 97217

Subj: CONTRACT NO. N62383-89-C-0007 (RFP NO. N62383-88-R-0014);

USNS OBSERVATION ISLAND

#### Gentlemen:

This is to inform you that the apparent successful small business offeror on the subject contract is West State, Inc. who is located in Portland, Oregon.

In accordance with Federal Acquisition Regulation 15.1001, the Government will not consider any subsequent revision of the unsuccessful proposal.

No response is required unless there is a basis for a challenge to the small business size status of the apparently successful offeror referenced above.

Sincerely,
Allet 1. Lourine

ALBERT T. LAWRENCE Contracting Officer

PURCHASE ORDER STATUS FOR JOB 0000 TUE, 04 APR 1989 16:06 PAGE 5

	STATUS:	OPEN	SOF	RTED BY EXPENSE COD	DΕ								
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3	90000	99	3/09/89	PLUMBER, STEAMFITT	* PMT FI +	* O. C	0 0	167, 256.	65	0	167, 256, 65	0. 00	- 1
1	48183	10	3/16/89	PACORD, INC.	* PMT FI	* O. C	0	235, 507.	00	0	235, 507. 00	0. 00	
)	90000	99	3/09/89	BOILERMAKER-BLACKS	* PMT FI	* O. C	0 0	255, 401.	91	0	255, 401, 91	0. 00	
3	46465	15	3/07/89	FIRST INTERSTATE B	* PMT FI +	* O. C	0 0	362, 243.	. 29	0	362, 243. 29	0. 00	8
1	64416	28	3/07/89	WILLAMETTE SAVINGS	* PMT FI	* O. C	0 0	489, 488.	. 35	O	489, 488. 35	0.00	
3	90000	99	3/07/89	PORT OF PORTLAND	* PMT FI +	* O. C	0 0	1, 633, 116.	. 64	0	1,633,116.64	0.00	i C
9	60452	10	3/31/89	SAIF CORP	* PMT FI	* O. C	0 0	1, 998, 326.	59	0	1, 998, 326, 59	0. 00	12
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	59272	10	3/10/89	GENERAL ELECTRIC C	* PMT FI *	0.00	0	8, 603, 55	0	8, 603, 55	0. 00	,
	63884			ART ANDERSON ASSOC	* PMT FI *	0.00	· · · · · · · · · · · · · · · · · · ·	9, 081. 11	· · ō	9,081.11	0.00	1
	57708	10		DRESSER-RAND COMPA	* PMT FI *	0. 00	ō	9, 490, 15	ō	9, 490. 15	0.00	
	64094	18	3/27/89	BALL, JANIK, & NOV	* PMT FI *	0. 00	0	9, 910, 96	Ō	9, 910. 96	0. 00	
	61716	10	3/31/89	NORTHWEST NATURAL	* PMT FI *	0. 00	0	10,053.89	0	10, 053. 89	0.00	
	90000	80	3/15/89	US WEST COMMUNICAT	* PMT FI *	0. 00	0	11, 403, 13	. 0	11, 403, 13	0. 00	i
	64157	17	12/22/88	DAVIS INDUSTRIAL P	* PMT FI *	0. 00	0	12, 558. 17	0	12, 558. 17	0.00	<b>)</b>
	61136		3/10/89	GASKET TECHNOLOGY	* PMT FI *	0.00		13, 139, 44	0	13, 139, 44	0.00	,
	63727			SCIENCO SYSTEMS IN	* PMT FI *	0. 00	0	13, 269, 78	0	13, 269, 78	0.00	•
	59973			METRA STEEL CO.	* PMT FI *	0.00	0	13, 379. 66	0	13, 379. 66	0.00	;
	90000			WESTINGHOUSE ELECT	* PMT FI *	0.00	0	13, 431, 44	· <b>O</b>	13, 431, 44	0. 00	)
	90000			PRIME COMPUTER	* PMT FI *	0. 00	0	14, 341, 96	0	14, 341. 96	0. 00	1 4
	90000			BOILERMAKERS TRNG	* PMT FI *	0. 00	0	14, 397. 08	0	14, 397. 08	0.00	1.
	53762			PRIESTLEY OIL & CH	* PMT FI *	0. 00	0	14, 596. 19	0	14, 596. 19	0. 00	
	57983			BURNS INT'L SECURI	* PMT FI.*	0. 00	0	15,038.22	0	15, 038. 22	0. 00	
	55595		14 51	RAMPMASTER, INC.	* PMT FI *	0.00	0	15, 996, 00	. 0	15, 996. 00	0.00	
	48547 59435			SPECIAL-T-METALS	* PMT FI * * PMT FI *	0.00	0	17, 816, 42	0	17, 816, 42	0.00	
	90000			AMERICAN STEEL SHEET METAL TRUST		0.00	Ŏ	18, 214, 74	0	18, 214, 74	0. 00	1.44
	90000		3/07/07	PROPULSION CONTROL	* PMT FI * * PMT FI *	0.00		18, 594, 45	0	18, 594, 45	0.00	1.5
	64333			CROSBY & OVERTON,	* FMT FI *	0.00	0	18, 612, 66 18, 897, 50	Ö	18, 612, 66 18, 897, 50	0.00	
	90000			LIBERTY EQUIPMENT	* PMT FI *	0.00	ŏ	18, 957, 43	Ö	18, 957, 43	0. 00	9
	57710			AIR PRODUCTS & CHE	* PMT FI *	0.00	ŏ	20, 193, 28	ŏ	20, 193, 28	0. 00	
,	90000			STANLEY VIDMAR, IN	* PMT FI *	0.00	ŏ	20, 487, 03	ŏ	20, 487. 03	0.00	
	64002			JIGGS' FLOORS	* PMT FI *	0. 00	ŏ	21, 227. 00	Ö	21, 227. 00	0.00	1 1
	90000			SHAVER TRANSPORT C	* PMT FI *	0.00	. 0	21,753.30	ŏ	21,753.30	0.00	1.9
·	55709			AMERICAN TAR CO.	* PMT FI *	0.00	ŏ	22, 148, 94	ŏ	22, 148. 94	0.00	
	90000	99		WESTRN CONF OF TMS	* PMT FI *	0. 00	ō	22, 461, 20	ō ·	22, 461, 20	0.00	
	90000	99	3/10/89	FRASER BOILER & DI	* PMT FI *	0.00	ō	22, 606. 00	ō	22, 606. 00	0.00	4)
	62906	10	3/16/89	HYDRAULIC OUTFITTE	* PMT FI *	O. QO	0	23, 677, 64	0	23, 677, 64	0.00	
	90000			SHEETMETAL WORKERS	* PMT FI *	0. 00	0	24, 471. 51	0	24, 471, 51	0. 00	
	55710		3/23/89	FRED S JAMES & CO	*PMTFI *	o. oo	0 "	24, 999, 99	0	24, 999, 99	0.00	ا
	90000			J & H MARINE	* PMT FI *	0. 00	0	25, 341, 26	0	25, 341, 26	, 0.00	4
	59326			NORTHWEST AIR GAS	* PMT FI *	0. 00	. 0	25, 347, 80	0	25, 347, 80	0.00	
	59927			FAMILIAN NORTHWEST	* PMT FI *	0. 00	0	<b>25,</b> 663, 25	Q	25, 663, 25	0.00	I
	52860			LIPS PROPELLERS	* PMT FI *	0. 00	0	26, 710, 00	Q	26,710.00	0. 00	
	90000			MODULAIRE IND W/M	* PMT FI *	0. 00	0	28, 074, 00	0	28, 074, 00	0. 00	158
	64419			PORTLAND GENERAL E	* PMT FI *	0. 00	0	30, 299, 82	0	30, 299, 82	000	-
	53853 90000			SANDERSON SAFETY S PLUMBERS & PIPEFIT	* PMT FI *	0.00	0	39, 407, 92	0	39, 407, 92	0. 00	
	64275			C. H. MURPHY INC.	* PMT FI * * PMT FI *	0. 00 0. 00	0	47, 753, 20	0	47, 753, 20	0.00	2)1
	80000			NORVAC SERVICES, I	* FMT FI *	0.00	0	48, 781, 90	0	48, 781, 90	0.00	
	63968			ALLWASTE ASBESTOS	* PMT FI *	0.00	0	52, 785, 86 55, 300, 00	0	52, 785, 86 55, 300, 00	0.00	1
	61284			RELIANCE ELECTRIC	* PMT FI *	O. 00	0	55, 300, 00 55, 393, 00		55, 300, 00 55, 393, 00	0.00	10
				TANO MARINE SYSTEM	* PMT FI *	0.00	ŏ	58, 898. 00	Ŏ	58, 898: 00	0.00	
				MARINE CARPENTERS	* PMT FI *	0. 00	ŏ	60, 571, 95	ŏ	60, 571. 95	0.00	
• •	90000			IBEW PAC COAST PEN	* PMT FI *	0. 00	ŏ	64, 452. 00	o ·	64, 452, 00	0.00	-c1
	58184			M. ROSENBLATT & SO	* PMT FI *	0.00	ŏ	64, 895, 72	ŏ	64, 895. 72	0.00	1
	44445			AMSCO REFRIGERATIO	* PMT FI *	0.00	ŏ	65, 668. 50	ŏ	65, 668, 50	0. 00	1.
	64235			TAX COLLECTIONS MU	* PMT FI *	0. 00	ō	81,643.31	· · · ō	81,643.31	OOO	. 114
	90000	99	11/30/88	LITTON SYSTEMS INC	* PMT FI *	0. 00	Ō.	93, 631, 20	Ō	93, 631, 20	0. 00	
	63352			NORTHWEST COPPER W	* PMT FI *	0. 00	0	95, 857, 52	0	95, 857, 52	0. 00	
				FONTANA MACHINE &	* PMT FI *	0.00	O	115, 345. 00	0	115, 345.00		
	80000	99	3/23/89	MARSH & MCLENNAN I	* PMT FI *	0. 00	0	155, 750. 00	0	155, 750. 00	0. 00	17
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90000	99	3/29/89	OMAC	* DMT CI *	0.00	•	45/ 00		454 00	0.00
				* PMT FI *	0.00	0	456. 00		456. 00	0. 00
62852			GRATING SPECIALTIE	* PMT FI *	0.00	0	465. 00	0	465. 00	0. 00
62058			SOWERS JOHNSON BEO	* PMT FI *	0. 00	0	465. 50	0	465. 50	0. 00
62827			ADVANCED COMPUTER	* PMT FI *	0.00	0	488.88	) <b>O</b>	488. 88	0.00
63097			BEAVER STATE SCAFF	* PMT FI *	0. 00	0	495. 13	0	495. 13	0.00
90000			PORTLAND BUREAU OF	* PMT FI *	`0.00	0	536. 83	0	536. 83	0. 00
62141			MICHAEL FAIRCHILD	* PMT FI *	0. 00	0	568. OO	Q	568. 00	0. 00
57558			OFFICE SUPPLY CO.	* PMT FI *	0.00	0	580.16	0	580. 16	0. 00
64051			PACIFIC OFFICE AUT	* PMT FI *	0.00	0	627. 81	· O	627. 81	0. 00
55717			DIVERSIFIED CLAIM	* PMT FI *	0: 00	,O	667. 81	0	667. 81	0. 00
56812	18	3/23/89	INVENTORY LOCATOR	* PMT FI *	0.00	0	674. 16	0	674.16	0.00
63232		3/08/89	WESTERN FLUID POWE	* PMT FI *	O. QO	0	721. 20	0	721. 20	0. 00
64292	10	3/23/89	STUD WELDING SUPPL	* PMT FI *	O. QO	. 0	744. 21	0	744. 21	0.00
63722	18	3/08/89	PACIFIC COAST ENVI	* PMT FI *	0.00		768. 22	0	768. 22	0. 00
64201	10	3/10/89	1ST INTERSTATE LEA	* PMT FI *	0. 00	0	773. 00	0	.773. 00	0. 00
90000	99	3/10/89	CERTIFIED WELDING	* PMT FI *	0. 00	0	800.00	0	800.00	0. 00
90000	99	3/28/89	WALT'S STATIONERY	* PMT FI *	0.00	0	844. 80	0	844. 80	0.00
60600	10	3/17/89	RMRS SYSTEM	* PMT FI *	0. 00	0	900. 00	Ö	900. 00	0. 00
<b>5</b> 9455	18	3/28/89	RAY FLEMING, INC	* PMT FI *	0. 00	0	903. 56	ō´	903. 56	0.00
64266	10	3/08/89	CAMP LEWIS TENT &	* PMT FI *	0.00	0	906. 96	Ō	906. 96	0. 00
61972	10	3/31/89	PCE PACIFIC, INC.	* PMT FI *	0.00	Ó	970, 20	ō	970. 20	0.00
90000	70	3/10/89	THOMPSON METAL FAB	* PMT FI *	0. 00	0	990.00	Ō	990. 00	0.00
60974	10	3/07/89	WARREN PUMPS INC.	* PMT FI *	0. 00	0	1,000.00	ō	1,000.00	0.00
62742	17	3/10/89	CASCADE COMPUTER M	* PMT FI *	0.00	0	1,021.25	ō	1,021.25	0. 00
90000	99	3/29/89	AD COM EXPRESS	* PMT FI *	0. 00	Ō	1,038.00	0	1,038.00	0. 00
64281	28	3/31/89	RICHARD L SHEPHERD	* PMT FI *	0.00	. 0	1,050.00	Ō	1,050.00	0. 00
90000	99	3/10/89	MIL-SPEC INDUSTRIE	* PMT FI *	0.00	ō ·	1,062.00	ō	1,062.00	0. 00
53963	10		CARRIER REPAIR PAR	* PMT FI *	0.00	ō	1,079.44	ō	1,079.44	0. 00
63888			WESTCON, INC.	* PMT FI *	0. 00	. 0	1, 129, 20	ō	1, 129, 20	0. 00
90000			A. G. G. ENTERPRISES	* PMT FI *	0: 00	ō	1, 186, 87	ō	1, 186. 87	0.00
58355			VT CONTINENTAL PLA	* PMT FI *	0. 00	ō.	1, 200. 00	ō ·	1, 200. 00	0. 00
61209			SYSTONETICS	* PMT FI *	0.00	Ö	1,200.00	ō	1, 200, 00	0.00
90000			WESTERN TEMPORARY	* PMT FI *	0. 00	ō.	1,248.00	ō	1, 248. 00	0. 00
64458			GREAT WESTERN CHEM	* PMT FI *	0. 00	ō	1,299.70	Ö	1, 299. 70	0.00
56716			LA VALLEY PLASTICS	* PMT FI *	0. 00	ŏ	1,411.55	ŏ	1,411.55	0.00
90000			MARINE & ENVIRONME	* PMT FI *	0. 00	ō	1,420.00	ō	1, 420. 00	0. 00
62644			GRANTREE FURNITURE	* PMT FI *	0. 00	ō	1, 424. 98	ŏ	1, 424. 98	0. 00
64154			W & O SUPPLY, INC.	* PMT FI *	0.00	ŏ	1, 470. 00	ŏ	1, 470. 00	0.00
90000			WESTERN IMAGE SYST	* PMT FI *	0. 00	ō	1, 480. 83	ō	1, 480. 83	0. 00
90000			AZTEC TECHNOLOGY C	* PMT FI *	0. 00	ŏ	1, 485. 00	ō	1, 485. 00	0. 00
57689			HOPEMAN BROTHERS,	* PMT FI *	0. 00	ŏ	1, 542. 28	ŏ	1, 542. 28	0.00
90000			TAYLOR AND HINTZE	* PMT FI *	0. 00	ŏ	1,587.12	ŏ	1, 587. 12	0.00
60670			JOHN CRANE INC.	* PMT FI *	0. 00	ŏ	1,624.00	ŏ	1, 624. 00	0. 00
61766			WASHINGTON CHAIN &	* PMT FI *	0.00	Ö	1,627.80	ŏ	1,627."80"	0.00
53634			NORTHWEST TESTING	* PMT FI *	0.00	ŏ	1,930.00	Õ	1, 930. 00	Q. 00
90000			STORED ENERGY SYST	* PMT FI *	0.00	Ö	1, 955. 00	ō	1, 955. 00	0. 00
64471			INDUSTRIAL VALVE O	* PMT FI *	0. 00	ŏ	2, 100, 00	ŏ	2, 100, 00	0.00
90000			K. W. S. COMPANY INC	* PMT FI *	0. 00	ŏ	2, 115. 20	Ö	2, 115. 20	0. 00
44521			CORNELL-CARR CO.	* PMT FI *	0. 00	ŏ	2, 150. 00	ŏ	2, 150, 00	0.00
55708			PACIFIC SCALE CO.	* PMT FI *	0.00	ŏ	2, 180. 00	ŏ	2, 180, 00	0.00
60949			IRC ALUMINUM & STA	* PMT FI *	0. 00	ŏ	2, 244, 59	ŏ	2, 244. 59	0. 00
51560			INTERSTATE RENTALS	* PMT FI *	0.00	ŏ	2, 299. 00	ŏ	2, 299. 00	0. 00
63965			WAUKESHA BEARING C	* PMT FI *	0.00	ŏ	2, 317. 67	ŏ	2, 317, 67	0. 00
			HONEYWELL PROTECTI	* PMT FI *	0. 00	ō	2, 325, 25	ŏ	2, 325, 25	0.00
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STATUS: OPEN SORTED BY EXPENSE CODE NEED P. O. RCV S R. T. V. S GEN DESC P. O. \$ PO # XCOD DATE VENDOR QTY COMMIT \$ QTY T INVOICE & T CREDIT & T 0.00 3/17/89 W. W. GRAINGER INC 46656 15 \* PMT FI \* 7.62 7. 62 0.00 0 \* PMT FI \* 60624 3/23/89 MC MASTER CARR SUP 0 8.00 O 8. 00 0.00 63744 3/28/89 GOURMET DELI \* PMT FI \* 0.00 0. 00 0 0. 00 0 0. 00 0 0 17.37 0 17. 37 0.00 90000 80 3/29/89 UNITED PARCEL SERV \* PMT FI \* 0.00 31.83 31.83 0.00 58655 10 3/10/89 ALMAC ELECTRONICS \* PMT FI \* 42.54 ٥ 42. 54 0.00 64088 18 3/28/89 SEKO AIR FREIGHT \* PMT FI \* 0. 00 42.80 0 42. 80 0.00 0 63962 3/10/89 PENINSULA TRUCK LI \* PMT FI \* 0. 00 43. 45. 47. 50 43, 45 0 0.00 0. 00 59436 3/10/89 MUNNELL & SHERRILL \* PMT FI \* 47. 50 0 0. 00 0 0 0. 00 0. 00 64372 3/28/89 SUBURBAN PROPANE 10 \* PMT FI \* 50.00 50.00 0.00 0 58116 15 3/16/89 HARVARD BUSINESS R \* PMT FI \* 55. 00 0.00 55. 00 0. 00 64307 10 3/28/89 U S WEST INFORMATI \* PMT FI \* 0 60.00 60.00 0.00 \* PMT FI \* 0.00 90000 3/10/89 WALL STREET JOURNA **65.00** 0 **65.00** 0.00 60230 3/28/89 MOBA MEDIA INC. \* PMT FI \* 0.00 0 70.00 0 70.00 0.00 0.00 79. 50 \* PMT FI \* .0 90000 3/17/89 TELECOMM SYSTEMS I 79. 50 0. 00 0. 00 0. 00 0. 00 0. 00 0 0.00 60060 3/10/89 WARREN, GORHAM, & \* PMT FI \* 15 83.48 0 0 83. 48 0.00 58493 18 3/28/89 LLOYDS OF LONDON \* PMT FI \* 0 85.35 0 85. 35 0.00 0. 00 90000 99 3/16/89 GOODALL RUBBER CO \* PMT FI \* 0 94.20 ٥ 94. 20 63924 3/28/89 GEO. S. BUSH & CO. \* PMT FI \* 28 ٥ 97. 50 0 97. 50 0.00 \* PMT FI \* 0.00 0 \* PMT FI \* 0.00 0 62446 10 3/17/89 MERCHANT EXCHANGE 100.00 0 100.00 0.00 · · · · · O 100. 90 57387 3/23/89 SUPPLYWAYS INC. 100.90 0.00 0. 00 \* PMT FI \* 0.00 0

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\* PMT FI \* 0. 58491 3/31/89 LOWRY, AITCHISON & \* PMT FI \* 0 102.40 0 102. 40 0.00 64218 3/31/89 C F AIR FREIGHT IN \* PMT FI \* 0.00 - 0 106.65 0 106. 65 0.00 59919 3/31/89 OREGONIAN PUBLISHI 18 117. 45 0.00 117.45 0 120.00 62197 17 3/16/89 WATER METRICS CO. 120.00 0 0.00 90000 99 3/31/89 FEDERAL EXPRESS CO 132, 50 0 132, 50 0.00 133. 05 81111 3/28/89 FORMA SCIENTIFIC I 133.05 49676 10 3/23/89 W U WORLD COMMUNCT 139. 59 139. 59 0.00 0 56817 3/10/89 PITNEY BOWES INC. 149, 25 0 . 149. 25 0.00 63717 3/10/89 ADMIN & ACCTG GUID 150.00 0 150.00 0.00 61155 15 3/13/89 PORTLAND SWEEPING 175.00 0 175.00 0.00 90000 3/23/89 NORTHWEST CALIBRAT 184.50 0 184, 50 0.00 3/23/89 BRESSIE ELECTRIC C 90000 ~99 188.55 0 188.55 0. 00 56435 10 3/31/89 PORTLAND SCREW COM 189. 78 189. 78 0.00 90000 3/07/89 PONY EXPRESS MAINT 200.00 0 200.00 0.00 44446 10 3/31/89 PBCC 1 213.00 0 213.00 0.00 3/28/89 PAYROLL 63944 242. 75 0 242. 75 0.00 63572 10 3/31/89 GREEN TRANSFER & S 245. 70 0 245. 70 0.00 62298 17 3/10/89 WALTER E. NELSON C 249.48 249. 48 0 0.00 57678 3/10/89 ANACOMP INC. 3/23/89 SILVER EAGLE CO 18 250.00 0 250.00 0.00 58350 18 263.34 263.34 0.00 50560 10 3/28/89 DAK HARBOR FREIGHT 281.45 281.45 0.00 63897 18 3/17/89 GROVE VALVE & REGU 290.00 0 290.00 0.00 63895 3/31/89 PROFESSIONAL ADJUS 296.03 0 296. 03 0.00 3/15/89 TELEPHONE MANAGEME 57705 ...0.. 299. 62 299. 62..... 0::00---61475 3/28/89 CLEMENT COMMUNICAT 10 316.64 Ō 316.64 0.00 57690 18 3/23/89 REDDAWAY TRUCK LIN 317.11 0 317.11 0.00 90000 99 3/29/89 LOGIPLEX CORP. 325. 56 325. 56 0.00 60318 15 3/31/89 INSTRUMENT SALES & 326, 72 0 326. 72 0.00 64346 10 3/28/89 COVERALL UNIFORM C 333.18 0 333. 18 0.00 90000 99 3/31/89 YELLOW FORWARDING 334 16 . 0.00 334.16 0 61892 10 / 3/23/89 MIKE BANKS 366.00 0 366.00 0.00 64079 3/16/89 WESTERN COMPLIANCE . 0 400.00 400, 00 0.00 61971 18 3/23/89 BREWED HOT COFFEE 0 407, 75 407, 75 0.00 64023 18 3/08/89 COLUMBIA RUBBER MI 448, 25 448. 25 0.00

STATUS: OPEN SORTED BY VENDOR CODE P. O. RCV S NEED S R. T. V. S P. O. \$ XCOD DATE VENDOR GEN DESC QTY COMMIT \$ QTY T INVOICE & T CREDIT & T 57793 17 2/13/89 A & E INDUSTRIES, \* PMT FI \* 0.00 3, 447, 00 3, 447, 00 0.00 1, 186.87 90000 3/08/89 A. G. G. ENTERPRISES \* PMT FI \* 0.00 1, 186, 87 0.00 90000 99 3/16/89 A. T. &T. \* PMT FI \* 0.00 O 3, 736, 80 0 3, 736, 80 0.00 \* PMT FI \* 0.00 1,038.00 0 90000 99 3/29/89 AD COM EXPRESS 1,038.00 0.00 \* PMT FI \* 0.00 63717 3/10/89 ADMIN & ACCTG GUID 150,00 0 150.00 0.00 62827 3/07/89 ADVANCED COMPUTER \* PMT FI \* 0. 00 0 488.88 0 488. 88 0.00 \* PMT FI \* 57710 0.00 20, 193, 28 20, 193, 28 18 3/31/89 AIR PRODUCTS & CHE 0 0 0.00 0.00 \* PMT FI \* 55, 300. 00 63768 10 3/10/89 ALLWASTE ASBESTOS 55, 300, 00 0 0.00 3/10/89 ALMAC ELECTRONICS \* PMT FI \* 0.00 42. 54 58655 10 0 0 42, 54 0.00 57567 18 3/17/89 AMERICAN ABRASIVE \* PMT FI \* 0.00 0 8, 553, 50 0 8, 553, 50 0.00 3/10/89 AMERICAN METAL BEA \* PMT FI \* 0.00 2, 702. 00 2, 702. 00 0.00 62073 59435 18 3/10/89 AMERICAN STEEL \* PMT FI \* 0.00 18, 214: 74 18, 214, 74 0.00 19 0.00 55709 18 3/10/89 AMERICAN TAR CO. \* PMT FI \* 22, 148, 94 22, 148, 94 0.00 \* PMT FI \* 44445 10 3/16/89 AMSCO REFRIGERATIO 0. 00 0. 00 0. 00 0. 00 0. 00 0.00 65, 668, 50 0 65, 668, 50 0.00 250.00 3/10/89 ANACOMP INC. \* PMT FI \* 57678 18 250, 00 0.00 9,081.11 3/23/89 ART ANDERSON ASSOC \* PMT FI \* 63884 18 0 -0 9,081.11 0.00 58187 15 3/07/89 AUTOMATIC SPRINKLE \* PMT FI \* 0 3, 802. 85 3, 802, 85 0.00 9/19/88 AZTEC TECHNOLOGY C \* PMT FI \* 0.00 90000 1,485.00 1, 485, 00 0. 00 0. 00 64094 3/27/89 BALL, JANIK, & NOV \* PMT FI \* 9, 910, 96 9, 910, 96 0.00 366.00 \* PMT FI \* 0.00

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SORTED BY VENDOR CODE STATUS: OPEN NEED P. O. RCV S S R. T. V. QTY T GEN DESC XCOD DATE VENDOR P. O. \$ **QTY** COMMIT \$ INVOICE \$ T CREDIT \$ T 64201 10 3/10/89 1ST INTERSTATE LEA \* PMT FI \* 0.00 773.00 773.00 0.00 903. 56 3/28/89 RAY FLEMING, INC \* PMT FI \* 0.00 903. 56 59455 18 0.00 63577 10 3/10/89 FONTANA MACHINE & \* PMT FI \* 0.00 Ω 115, 345. 00 115, 345, 00 0.00 133. 05 81111 3/28/89 FORMA SCIENTIFIC I \* PMT FI \* 0.00 133. 05 0.00 90000 3/10/89 FRASER BOILER & DI \* PMT FI \* 0.00 22,606.00 22, 606, 00 0.00 \* PMT FI \* 90000 3/29/89 GMAC 0.00 456. 00 456.00 0.00 10 3/10/89 GSMC-MARKETING COM \* PMT FI \* 61769 0.00 4, 729. 00 4, 729, 00 0.00 13, 139, 44 \* PMT FI \* 61136 3/10/89 GASKET TECHNOLOGY 0.00 16 13, 139, 44 0.00 0. 00 0. 00 0. 00 59272 3/10/89 GENERAL ELECTRIC C \* PMT FI \* 8, 603, 55 0 8, 603. 55 0.00 54288 10 3/23/89 GENERAL TOOL & SUP \* PMT FI \* 0 5, 959. 33 5, 959, 33 0.00 \* PMT FI \* \* PMT FI \* 64202 16 3/10/89 GIMPEL CORP 8, 495, 22 8, 495, 22 0.00 60474 3/17/89 GOLTEN MARINE CO. \* PMT FI \* 0. 00 5, 220, 00 5, 220. 00 0.00 90000 3/16/89 GOODALL RUBBER CO \* PMT FI \* 0.00 94. 20 94, 20 0.00 17. 37 17. 37 7. 62 3/28/89 GOURMET DELI \* PMT FI \* 0.00 63744 10 0 0 0.00 \* PMT FI \* \* PMT FI \* \* PMT FI \* 46656 3/17/89 W. W. GRAINGER INC 0.00 0 7. 62 0.00 0.00 62644 10 3/17/89 GRANTREE FURNITURE 0 1, 424, 98 1,424.98 0.00 0. 00 62852 10 10/25/88 GRATING SPECIALTIE 465. 00 465, 00 0.00 \* PMT FI \* 64458 28 3/10/89 GREAT WESTERN CHEM 0. 00 1, 299, 70 1, 299, 70 0.00 \* PMT FI \*
\* PMT FI \* 3/31/89 GREEN TRANSFER & S 245. 70 290. 00 63572 0.00 245. 70 0.00 0.00 3/17/89 GROVE VALVE & REGU 63897 290. 00 18 0 0.00 \* PMT FI \* 90000 3/28/89 HARDIE-TYNES MFG. 0.00 2, 445, 35 0 2, 445, 35 0.00 58116 3/16/89 HARVARD BUSINESS R \* PMT FI \* 0.00 55. 00 55. 00 0: 00 90000 99 3/08/89 HIGH REACH, INC. \* PMT FI \* 0.00 0 7, 222, 09 7, 222. 09 0.00 60698 10 3/31/89 HONEYWELL PROTECTI \* PMT FI \* 2, 325, 25 0.00 2, 325, 25 0.00 \* PMT FI \* 57689 18 3/10/89 HOPEMAN BROTHERS, 0. Q0 1,542.28 1,542.28 0.00 62906 10 3/16/89 HYDRAULIC OUTFITTE \* PMT FI \* 23, 677, 64 0. 00 23, 677, 64 0.00 \* PMT FI \* 0..00 60949 18 12/07/88 IRC ALUMINUM & STA 2,244.59 2, 244, 59 0.00 \* PMT FI \* 59597 3/10/89 IN-MAR SALES, INC. 0. 00 4, 618, 85 4, 618. 85 0.00 64471 10 3/06/89 INDUSTRIAL VALVE 0 0.00 \* PMT FI \* 2, 100, 00 2, 100, 00 0.00 60318 15 3/31/89 INSTRUMENT SALES & \* PMT FI \* 0. 00 326. 72 0 326, 72 0.00 \* PMT FI \* 0. 00 0. 00 2, 299. 00 51560 15 3/10/89 INTERSTATE RENTALS 2,299.00 0.00 674. 16 56812 18 3/23/89 INVENTORY LOCATOR \* PMT FI \* 674.16 0.00 0.00 90000 99 3/10/89 J & H MARINE \* PMT FI \* 25, 341, 26 25, 341, 26 0.00 18 3/23/89 FRED S JAMES & CO 55710 24, 999. 99 \* PMT FI \* 0..00 24, 999. 99 0.00 3/17/89 JIGGS' FLOORS 64002 10 \* PMT FI \* 0.00 21, 227, 00 21, 227, 00 0.00 0 10 3/23/89 JORGENSEN CO. 64371 \* PMT FI \* 2,768.00 0.00 2,768.00 0 0.00 90000 99 3/17/89 K.W.S. COMPANY INC \* PMT FI \* 0.00 2, 115, 20 0 2, 115, 20 0.00 62715 18 3/15/89 KLEEN BLAST \* PMT FI \* 0.00 3, 148. 09 0.00 3, 148, 09 61079 18 3/10/89 KNAPPTON CORPORATI \* PMT FI \* 0.00 8, 295, 25 8, 295, 25 0.00 61395 3/10/89 KRUPP/MAK DIESEL I \* PMT FI \* 0.00 3, 112, 40 3, 112, 40 0.00 56716 15 3/10/89 LA VALLEY PLASTICS \* PMT FI \* 0.00 1,411.55 1,411.55 0.00 90000 70 3/10/89 LIBERTY EQUIPMENT \* PMT FI \* 0.00 18, 957. 43 18, 957, 43 0.00 0.00 18 3/10/89 LINDSAY, HART, NEI 57682 \* PMT FI \* 5, 071, 06 0 5,071.06 0.00 0.00 52860 18 11/30/88 LIPS PROPELLERS \* PMT FI \* 26, 710, 00 26,710.00 0.00 O 90000 99 11/30/88 LITTON SYSTEMS INC \* PMT FI \* 0.00 93, 631, 20 93, 631, 20 0.00 58493 18 3/28/89 LLOYDS OF LONDON \* PMT FI \* 0.00 0.00 85. 35 85, 35 \* PMT FI \* \* PMT FI \* \* PMT FI \* \* PMT FI \* 44468 10 3/10/89 LODGE & SHIPLEY DI 0.00 5,068.69 0.00 5,068:69 325. 56 90000 3/29/89 LOGIPLEX CORP. 0.00 325. 56 0.00 0 58491 18 3/31/89 LOWRY, AITCHISON & 102. 40 0.00 0.00 102.40 0.00 64251 18 3/10/89 MQS INSPECTION, IN 2,700.00 2,700.00 0.'00" 0 0. 00 0. 00 0. 00 \* PMT FI \* 1,420.00 90000 99 3/28/89 MARINE & ENVIRONME 1,420.00 0.00 0 \* PMT FI \* 155,750.00 80000 3/23/89 MARSH & MCLENNAN I 155,750.00 0.00 60624 18 3/23/89 MC MASTER CARR SUP ~ \* PMT FI \* 8. 00 0.00 8. 00 90000 99 3/10/89 MCNAB INCORPORATED \* PMT FI \* 0. 00 8, 324, 30 8, 324, 30 0.00

STATUS: OPEN SORTED BY VENDOR CODE NEED P. O. RCV S R. T. V. S GEN DESC XCOD DATE **VENDOR** P. O. \$ QTY COMMIT \$ QTY T INVOICE \$ T CREDIT \$ T 62446 3/17/89 MERCHANT EXCHANGE \* PMT FI \* 0.00 100.00 ٥ 100.00 0.00 13, 379, 66 \* PMT FI \* 59973 10 2/27/89 METRA STEEL CO. 0.00 0 13, 379, 66 0 0.00 \* PMT FI \* 1, 062, 00 90000 3/10/89 MIL-SPEC INDUSTRIE 0.00 0 1,062.00 0 0.00 \* PMT FI \* 0.00 70.00 ٥ 60230 3/28/89 MOBA MEDIA INC. 70.00 0.00 \* PMT FI \* 0.00 28,074.00 90000 0 28,074.00 0.00 3/29/89 MODULAIRE IND W/M 3/27/89 TAX COLLECTIONS MU \* PMT FI \* 0. 00 81, 643, 31 81, 643, 31 0.00 64235 0. 00 0 0. 00 0 0. 00 0 0. 00 0 0. 00 0 0. 00 0 59436 \* PMT FI \* 47. 50 0 47. 50 0.00 18 3/10/89 MUNNELL & SHERRILL 48, 781, 90 64275 3/10/89 C. H. MURPHY INC. \* PMT FI \* 48, 781, 90 0 0. 00 10 62298 3/10/89 WALTER E. NELSON C \* PMT FI \* 249. 48 0 . 249. 48 0.00 17 \* PMT FI \* 64283 3/08/89 RONALD NISBET ASSO 4,002.25 0 4, 002, 25 0.00 \* PMT FI \* 3, 978, 38 0 60266 10 3/31/89 NORTHERN AIR FREIG 3, 978. 38 0.00 \* PMT FI \* 59326 3/16/89 NORTHWEST AIR GAS 25, 347, 80 0 25, 347, 80 0.00 0.00 63352 3/10/89 NORTHWEST COPPER W \* PMT FI \* 95, 857. 52 95, 857, 52 17 0 0.00 \* PMT FI \* 0.00 90000 3/23/89 NORTHWEST CALIBRAT 184, 50 184. 50 0.00 0. 00 0 0 0 3/31/89 NORTHWEST NATURAL \* PMT FI \* 10,053.89 61716 10 0 10,053.89 0.00 5, 314, 27 0. 00 \* PMT FI \* 64073 18 3/10/89 NORTHWEST PUMP & E 5, 314, 27 0.00 0. 00 0. 00 53634 10 3/23/89 NORTHWEST TESTING \* PMT FI \* 1, 930, 00 0 1, 930, 00 0.00 80000 28 11/30/88 NORVAC SERVICES, I \* PMT FI \* 52, 785, 86 ٥ 52, 785, 86 0.00 0. 00 0. 00 50560 3/28/89 OAK HARBOR FREIGHT \* PMT FI \* 281, 45 281.45 0.00 \* PMT FI \*
\* PMT FI \*
\* PMT FI \*
\* PMT F 5, 993. 05 60701 3/23/89 OCCUPATIONAL MED C 5, 993, 05 0. 00 20 64166 10 3/10/89 OCEANIC MARINE ENT 7, 786. 00 7, 786. 00 0.00 580. 16 57558 10 3/10/89 OFFICE SUPPLY CO. 580. 16 0 0.00 3/10/89 OREGON AIR TOOL, I 3, 329, 94 90000 99 0 3, 329, 94 0.00 \* PMT FI \* 117. 45 59919 117. 45 18 3/31/89 OREGONIAN PUBLISHI 0 0.00 3/31/89 PCE PACIFIC, INC. 3/10/89 P & A METAL FAB, I \* PMT FI \* \* PMT FI \* \* PMT FI \* 61972 970. 20 10 0 970. 20 0.00 5, 492. 00 60498 5, 492. 00 0.00 63722 3/08/89 PACIFIC COAST ENVI 768. 22 768. 22 0.00 \* PMT FI \* 64051 15 3/10/89 PACIFIC OFFICE AUT 627. 81 0 627. 81 0.00 2, 180, 00 55708 3/08/89 PACIFIC SCALE CO. \* PMT FI \* 2, 180, 00 ٥ 0.00 18 0 48183 3/16/89 PACORD, INC. \* PMT FI \* 235, 507. 00 235, 507. 00 10 0 0.00 0.00 . 0 61676 3/08/89 PARAMOUNT SUPPLY C \* PMT FI \* 8, 330, 62 0 8, 330, 62 0.00 \* PMT FI \* \* PMT FI \* 0. 00 0. 00 0. 00 0. 00 0. 00 0. 00 0.00 0 0. 00 44455 10 3/10/89 PATENT SCAFFOLDING 2, 456, 56 0 2, 456, 56 63944 \* PMT FI \* 242. 75 242, 75 0.00 28 3/28/89 PAYROLL 63962 \* PMT FI \* 3/10/89 PENINSULA TRUCK LI 43. 45 43. 45 0.00 44447 3/16/89 PIONEER STERILIZED \* PMT FI \* 4, 062, 50 4, 062, 50 0.00 0. 00 0. 00 0. 00 44446 \* PMT FI \* 3/31/89 PBCC 1 213.00 213.00 0.00 10 0 56817 3/10/89 PITNEY BOWES INC. 17 \* PMT FI \* 0 149, 25 149, 25 0.00 0 0.00 ... 90000 3/07/89 PONY EXPRESS MAINT \* PMT FI \* 0 99 200.00 200, 00 0. 00 90000 3/07/89 PORT OF PORTLAND \* PMT FI \* 0 1,633,116.64 1, 633, 116, 64 0.00 90000 3/23/89 PORTLAND BUREAU OF \* PMT FI \* 0.00 0
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3/23/89 REDDAWAY TRUCK LIN \* PMT FI \*
3/10/89 RELIANCE ELECTRIC \* PMT FI \* 57690 317.11 317.11 0.00 61284 3/10/89 RELIANCE ELECTRIC 55, 393, 00 55, 393, 00 0.00

STATUS:	OPEN	SOR	TED BY VENDOR CODE							• • • • • • • • • • • • • • • • • • • •
		NEED				P. O.		RCV S	S	R.T.V. S
 PO #	XCOL	DATE	VENDOR	GEN DESC	P.O. \$	QTY	COMMIT \$	QTY T	INVOICE \$ T	CREDIT & T
60610	15	10/21/88	RICE SAFETY EQUIPM	* PMT FI *	0. 00	0	3, 323, 30	. 0	3, 323, 30	0. 00
 57598			RIEDEL ENVIRONMENT	* PMT FI *	0.00	· · · · · · · · · · · · · · · · · · ·	3, 530. 00		3, 530. 00	0.00
58184			M. ROSENBLATT & SO	* PMT FI *	0. 00	ŏ	64, 895, 72	=	64, 895. 72	0. 00
53853			SANDERSON SAFETY S	* PMT FI *	0. 00	ŏ	39, 407, 92		39, 407, 92	0.00
 63727			SCIENCO SYSTEMS IN	* PMT FI *	0.00	ŏ	13, 269, 78		13, 269, 78	0.00
64088			SEKO AIR FREIGHT	* PMT FI *	0. 00	ŏ	42. 80	ŏ	42. 80	0.00
90000			SHAVER TRANSPORT C	* PMT FI *	0. 00	ŏ	21, 753, 30	-	21, 753. 30	0.00
 64281			RICHARD L SHEPHERD	* PMT FI *	0. 00		1,050.00	· · · · · · · · · · · · · · · · · · ·	1, 050. 00	0.00
58350			SILVER EAGLE CO	* PMT FI *	0. 00	ŏ	263. 34	ŏ	263. 34	0.00
57697			SIPCO SVCS & MARIN	* PMT FI *	0. 00	ō	4, 518. 00	ŏ.	4, 518. 00	0. 00
 62058			SOWERS JOHNSON BEO	* PMT FI *	0.00	ō	465. 50	ŏ	46550	0.00
48547			SPECIAL-T-METALS	* PMT FI *	0. 00	ŏ,	17, 816, 42	_	17, 816, 42	0.00
90000			STANLEY VIDMAR, IN	* PMT FI *	0. 00	ō	20, 487, 03		20, 487. 03	0.00
 60452			SAIF CORP	* PMT FI *	0. 00	_	1, 998, 326, 59		98, 326. 59	0.00
90000			STORED ENERGY SYST	* PMT FI *	0.00	ō	1, 955. 00	0 2,,	1, 955. 00	0.00
64372			SUBURBAN PROPANE	* PMT FI *	0. 00	ō	50.00	Ö	50.00	0.00
 64292	~		STUD WELDING SUPPL	* PMT FI *	0.00	ō	744. 21	ŏ .	744. 21	0.00
57387			SUPPLYWAYS INC.	* PMT FI *	0. 00	ŏ	100. 90	Ö	100. 90	0. 00
61209			SYSTONETICS	* PMT FI *	0. 00	ō	1, 200, 00	ŏ	1, 200. 00	0.00
 80000			TANO MARINE SYSTEM	* PMT FI *	0. 00	·ō ·	58, 898. 00	<del>-</del>	58, 878. 00	0.00
90000			TAYLOR AND HINTZE	* PMT FI *	0. 00	ō	1, 587, 12	ŏ	1,587.12	0.00
90000			TELECOMM SYSTEMS I	* PMT FI *	0. 00	ō	79. 50	ō.	79.50	0.00
 57705			TELEPHONE MANAGEME	* PMT FI *	0. 00	Ö	299. 62	Ö	299. 62	
90000			THOMPSON METAL FAB	* PMT FI *	0. 00	ŏ	990.00	ŏ	990.00	0. 00
90000			TONKIN, TORP, GALE	* PMT FI *	0. 00	ŏ	2, 673, 19	. 0	2, 673. 19	0.00
 90000			UNITED PARCEL SERV	* PMT FI *	0. QO "	ŏ	31.83	· · · · ŏ · · - · ·	31.83	0.00
90000			US WEST COMMUNICAT	* PMT FI *	0. 00	· 0	11, 403, 13	_	11, 403. 13	0. 00
64307			U S WEST INFORMATI	* PMT FI *	0. 00	ŏ	60.00	Ö	60. 00	0.00
 58355	_	and the second s	VT CONTINENTAL PLA	* PMT FI *	0. 00	ŏ	1, 200. 00	ŏ ·	1, 200. 00	0.00
64154			W & D SUPPLY, INC.	* PMT FI *	0. 00	ō	1, 470. 00	Ö	1, 470. 00	0.00
90000			WALT'S STATIONERY	* PMT FI *	0. 00	ō	844.80	ŏ	844. 80	0.00
 90000			WALL STREET JOURNA	* PMT FI *	0.00	ō	<b>65.00</b>	Ŏ	65.00	· · · · · · · · · · · · · · · · · ·
60060			WARREN, GORHAM, &	* PMT FI *	0. 00	ō	83. 48	ō ·	83. 48	0.00
60974			WARREN PUMPS INC.	* PMT FI *	0. 00	ō	1,000.00	. 0	1,000.00	0.00
 61699			WASHINGTON ALUMINU	* PMT FI *	0. 00	ō	2, 970. 80	Ö	2, 970. 80	0.00
61766			WASHINGTON CHAIN &	* PMT FI *	0. 00	ō	1, 627. 80	Ö	1, 627. 80	0.00
64327			WASTE MANAGEMENT O	* PMT FI *	0. 00	ō	5, 029, 21	Ö	5,029.21	0. 00
 62197			WATER METRICS CO.	* PMT FI *	0.00	õ	120.00	o o	120.00	19
63965			WAUKESHA BEARING C	* PMT FI *	0. 00	ō	2, 317. 67	ŏ	2, 317, 67	0.00
63888			WESTCON, INC.	* PMT FI *	0. 00	. 0	1, 129, 20	ŏ	1, 129, 20	0.00
 64079			WESTERN COMPLIANCE	* PMT FI *	0.00	Ö	400.00	. 0	400.00	0. 00 Tab
63232	17		WESTERN FLUID POWE	* PMT FI *	0. 00	ō	721.20	ō	721. 20	0.00
90000	99		WESTERN IMAGE SYST	* PMT FI *	0. 00	ō	1, 480. 83	ō	1, 480. 83	0.00
 90000		3/31/89	WESTERN TEMPORARY	* PMT FI *	0.00		1,248.00	Ŏ	1,248.00	0.00
49676	10	3/23/89	W U WORLD COMMUNCT	* PMT FI *	0. 00	ō	139. 59	ŏ	139. 59	0. 00
90000	99		WESTINGHOUSE ELECT	* PMT FI *	0. 00	ō	13, 431, 44	ŏ	13, 431, 44	0.00
 64416			WILLAMETTE SAVINGS	* PMT FI *	0. 00	.0	489, 488, 35		89, 488. 35	0. 00 · · · · ·
90000			YELLOW FORWARDING	* PMT FI *	0. 00	ŏ	334. 16	ŏ	334. 16	0.00
90000			BOILERMAKER-BLACKS	* PMT FI *	0. 00	ō	255, 401, 91	_	55, 401. 91	0. 00
 90000			BOILERMAKERS TRNG	* PMT FI *	·0. 00	ŏ	14, 397, 08		14, 397, 08	0.00
90000			IBEW PAC COAST PEN	* PMT FI *	0. 00	ŏ	64, 452, 00		64, 452. 00	0.00
90000			MARINE CARPENTERS	* PMT FI *	0. 00	ŏ	60, 571, 95		60,571.95	0.00
90000			OR & SW WASH PAINT	* PMT FI *	0. 00	ō	4, 405, 50	ŏ	4, 405. 50	0.00
90000			OR LABORERS-EMPLOY	* PMT FI *	0.00	ō	7,023.00	ŏ	7, 023. 00	· 0.00
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# PURCHASE ORDER STATUS FOR JOB 0000

TUE, 04 APR 1989 16:06 PAGE 5

CTAT		3001	COC	RTED BY VENDOR COD	-								•
SIA	'US: (	JPEN .	NEED	RTED BY VENDOR COD	<b>.</b>		•	P. O.		RCV S		S R. T. V.	s
PO	#	XCOD	DATE	VENDOR	GEN	DESC	P. O. \$	QTY	COMMIT \$	QTY T	INVOICE \$	T CREDIT \$	T
9	0000	99	3/09/89	PACIFIC COAST BENE	* PMT	FI #	0. 00	0	2, 870. 98	0	2, 870. 98	0. 00	
9	0000	99	3/09/89	PACIFIC COAST SHIP	* PMT	FI #	0.00	0	2, 543, 30	0	2, 543, 30	0. 00	
9	0000	99	3/09/89	PLUMBERS & PIPEFIT	* PMT	FI #	0. 00	0	47, 753, 20	0	47, 753. 20	0.00	
9	0000	99	3/09/89	PLUMBER, STEAMFITT	* PMT	FI *	0. 00	. 0	167, 256, 65	0	167, 256, 65	0. 00	
9	0000	99		SHEET METAL TRUST	* PMT	FI *	0.00	0	18, 594, 45	0	18, 594, 45	0.00	
9	0000	99	3/09/89	SHEETMETAL WORKERS	* PMT	FI *	0. 00	0	24, 471, 51	0	24, 471, 51	0.00	
9	0000	99		WESTRN CONF OF TMS	* PMT	FI *	0. 00	0	22, 461, 20	0	22, 461. 20	0. 00	
	223	3 Р	. O. 'S FOR	R JOB	JOB TOTALS:		0. 00	0	7, 327, 779. 65	. 0	7, 327, 779. 65	0. 00	)
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VENDOR NUMBER	VDR RTE	NAME	PRINCIPAL BALANCE
NUMBER	RTE	AIR PROD & CHEM AIRCO WELDING ALASKAN COPPER & BRASS ALDERCRAFT ALLIED SAFE & VAULT AMER MACHINE & GEAR AMERICAN PROTECTIVE AMERICAN STEEL AMER-PACIFIC SER AMOT CONTROL APOLLO MARINE SERV AQUA-CHEM ARENT MACH ART METAL USA ATLAS COPCO AUDIO DATA SYSTEM AUL INSTR AUTOMATED SYSTEMS AUTOMOTIVE PRODUCTS A.J. DAVIS SUPPLY BEARINGS BEAVER BOLT BEAVER STATE SCAFFOLDING BEFGE FVANS	BALANCE  21,323 1,798 9,289 5,270 3,670 4,297 25,669 38,385 18,867 3,270 2,277 3,532 2,261 7,039 38,023 1,500 8,775 2,236 1,268 4,851 8,675 3,882 25,441 6,138
24639 24640 8010 26360 26578 26760 27350 27990 27975 28217	<b>-</b> 02	EASTMAN KODAK EASTMAN KODAK EASTMAN KODAK EJ BARTELLS EOFF ELECTRIC CO ERVIN AMASTEEL ESCO CORP EVENT RENTAL SERVICES FAR WEST OFFICE FARR WEST MARINE FEDERAL EXPRESS FRGT	7,494 36,476 3,024 6,954 1,650 1,076 5,375 1,235

VENDOR NUMBER		NAME	PRINCIPAL BALANCE
28230 28587 28638 28800 27605		FEDERATED METALS CORP FIRST FARWEST LIFE FLAME-SPRAY FLUID AIR COMPONENTS FMC MAT'L HANDLING EQUIP	 2,300 47,329 51,908 3,330 4,447
29511 66985 21958 29710 30240 30477	-02	FRAISER BOILER FRANK ROFINOT MOBIL FRED DEVINE DIVING FRICTION PRODUCTS GALVANIZERS, INC GARVEY SCHUBERT	103,996 2,805 3,218 3,551 2,579 9,073 6,979
30478 30480 30484 31645 31585	-	GAS ADVANCE SYSTEMS GAS HAZARDS CONTROL GASKET TECHNOLOGY GENRAL TOOL & SUPPLY GENREAL STEEL-VANC	$\frac{1}{16}, \frac{100}{712}$
32713 32745 32870 32953 33275	•	GLOBAL ELECTRO SYS TST GLORIETTA BAY INN GOODALL RUBBER CO GOODRICH FOREST PRODUCTS GRAND METAL PRODUCTS GRANTPEF FURNITURE	74,663 5,985 2,172 2,057 1,940 5,325 38,864
34890 35073	-01	GRANTREE FURNITURE GREEN TRANSFER HALTON TRACTOR HAMILTON STANDARD HARDWARE SPECIALTY HART NAT SPECIALTY	2,270 1,050 2,192 212,624 131,394 7,530 1,150
35227 35953 36050 36494 36600 37320		HATTON-BROWN PUBLISHERS HILLER SYSTEMS HOBART SALES & SERVICE HONEYWELL PROTECTION HOSE MCCANN HUSER SALES SERVICE	63,425 1,850 5,768 7,942
37619 37621 38620 38655 39075		HYTORC HYTORC OF TEXAS INDUSTRIAL TIRE SERVICE INDUSTRIAL VALVE OF ORE INTERMAOUNTAIN INDUST SUPPLY INTERNATIONAL PAINT	5,304 16,865 10,017 1,025 46,879 10,478
39130 39165 39414 38035 39600 37722	,	INTERNATIONAL PAINT INTERSTATE RENTALS INVENTIVE MACHINE CORP IN-MAR SALES ISCAACSON STEEL ITT BARTON INSTRUMENTS	30,697 2,140 5,069 22,708 9,031 4,921
37724 37730 41000 42400	-01	ITT GRINNELL CORP ITT STANDARD JIGGS FLOORS JOAN PETERSON KACH MACHINE WORKS	34,727 6,900 217,488 66,844
42425 42740 37220 43355 43865 43996	02	KADLEC PACKAGING KECK MAHIN & CATE KEN R HUMKE	1,368 6,731 7,321 7,449 6,721 172,340 2,629
44800 45593 45825 45960 45959	-02	LANF MILES STANDISH LESLIE COMPANY LIBERTY EQUIPMENT LINDSAY ENTERPRISES LINDSAY HART NEIL	4,080 22,323 6,734 18,653 16,178
46000 67390 47250 47275 47495		LIPS PROPELIORS M ROSENBLATT & SON MACGREGOR NAVIRE MACHINISTS INC MACRO MANUFACTURING MAINT SERVICE	2,500 5,060 32,477 1,412 9,205
47809 47820 47892 48070 48085		MANUFACTURERS TOOL SERVICE MAR INDUSTRIAL SALES MARINE ENGINEERING SPEC MARINE PROPULSION SERVICE MARINE SAFETY EQUIPMENT	1,850 2,734 2,739 6,106 21,236
48100 48130 47604 48445		MARINE TECHNICAL SERVICE MARINERS SUPPLY CO MARLO COIL MARSH MCLENNAN	12,244 32,302 7,816 24,633

VENDOR NUMBER	VDR RTE	NAME		PRINCIPAL BALANCE
48775 48780 49435 49554 50250		MASON DIXON LINES MASONITE CORPORATION MCGUIRE BEARING CO MCMASTER, RAY METRA STEEL MISSION AMERICAN INS MOCK MANUFACTURING MODULAIRE INDUSTRIES MOLNAR SERVICE MONTGOMERY ELEVATOR MOTOROLA INC MOS INSPECTION MOS INSPECTION NAVAL SUPPLY CENTER NELSON STUD WELDING NEW ENGLAND TRAWLER NORTH COAST CANVAS PRODUCTS NORTHERN AIR FREIGHT NORTON CHEMBLAST NW AIR GAS NW TESTING LABORATORY OCEANIC MARINE ENT OIL FILTER SERVICE OMEGA FASTENERS OREGON BRASS WORKS OREGON DESIGN SERVICES OREGON METAL SLITTERS PACCORD PACIFIC DETROIT DIESEL PACIFIC INSULATION PACIFIC MACHINERY		1,025 28,268 3,378 10,000 18,265
51705 51825 51860 52043 52900		MISSION AMERICAN INS MOCK MANUFACTURING MODULAIRE INDUSTRIES MOLNAR SERVICE MONTGOMERY ELEVATOR MOTOROLA INC	•	2,588 13,406 13,576 54,242 27,863 1,772
54233 54507	-02	MONTOROLA INC MOS INSPECTION MOS INSPECTION MOS INSPECTION NAVAL SUPPLY CENTER NELSON STUD WELDING NEW ENGLAND TRAWLER NED TRAWLER		3,736 3,000 12,595 21,586 59,984 8,870
55340 55389 55692 55399 55650 56388		NORTH COAST CANVAS PRODUCTS NORTHERN AIR FREIGHT NORTON CHEMBLAST NW AIR GAS NW TESTING LABORATORY OCEANIC MARINE ENT		1,358 9,763 21,278 12,893 19,721
56560 56851 57031 57060		OIL FILTER SERVICE OMEGA FASTENERS OREGON BRASS WORKS OREGON DESIGN SERVICES OREGON METAL SLITTERS PACCORD		19,721 24,216 2,370 2,654 11,595 13,622
58691 58490 58610 58630 58640 58670 60000	-04	PACIFIC MARINE DISTRIB		893,983 26,224 3,738 5,706 2,717 29,252
60000 60177 60280 60360 58214		PACIFIC METAL PARAMOUNT SUPPLY PARR LUMBER PATENT SCAFFOLDING PAYROLL PDS INC		54,554 5,655 22,925 4,181 7,627
61020 61086 61225 62435 61980		PERFORMANCE CONTRACTING PETERS OFFICE SUPPLY PETERSON INDUSTRIAL PGE PIONEER STERILIZED CLOTHES		7,722 4,741 3,200 11,315 26,150
62161 62234 62235 62236 62250		PITTSBURG TESTING LABOR POLYCRETE INC PONDER BURNER INC PONY EXPRESS MAINTENANCE POPE RIGGING LOFT PORT PLASTICS INC	·	17,927 13,927 1,318 5,990 36,853
62265 62430 62700 63260 63527 63640		PORTLAND GEAR WORKS PORTLAND VALVE FITTING POWER RENTS PRESIDIO COATINGS PRICE WATERHOUSE	, e e	5,619 5,586 25,255 4,486 1,100
63680 63683 63747 63790 63806		PRIESTLEY OIL PRIME COMPUTER PRODUCTION SUPPLY PROGRESS ELECTRONICS PROPULSION CONTROLS		0 37,610 24,651 42,809 194,083
28657 65140 65690 65878 66260 66525		RAY FLEMING INC RED LION INN RELIANCE ELECTRIC RENT A WRECK - BEAVERTON RIEDEL INTERNATIONAL ROADWAY EXPRESS		2,752 3,333 30,556 2,495 6,946 1,184
67309 55018 67325 67976 68245		ROLAND MARINE RONALD NISBET ASSOC RONAN ENGINEERING RYERSON HARDWOOD FLOORS SAB NIFE INC		10,215 17,158 4,964 5,850
68287 73070 68920 68950 69310		SAFETY AND SUPPLY		3,671 4,000,000 97,580 13,858 4,200

VENDOR VDR NUMBER RTE	NAME		PRINCIPAL BALANCE
• 69523	SEA MAR ELECTRIC		13,500 2,342
69635 69730 <b>–</b> 01	SEAPORT PETROLEUM SEATTLE TARP		1,120
69521	SEA-LAND INDUSTRIES		1,120 12,890
70370 -02	SEA-LAND INDUSTRIES SHAVER TRANSPORT CO SHELL OIL		83,674 3,120
70477	SHELL OIL		$\frac{3,120}{3,110}$
25082 <i>-</i> 02 <b>7</b> 0780	SHOP SERVICES SHOP SERVICES		3,119 4,330
71165	SIPCO MARINE - (PAID)		0.
71585	SUURCE COMP		1,232
<b>7</b> 2094	SPERRY MARINE		$114,\overline{108}$ $2,117$
73030 73270	STARK & MORRIS STEAM SUPPLY		7.057
73324	STEEL SALES		7,057 17,102
73518	STEWART & STEVENSON	•	13,697
77.7.75	SYLVIA GREBE		66,844
74475 74490	SYSTEMS ENG SYSTONETICS		72,649 16,833
74582	TEI-TURNBULL		16,833 65,983
74927	TEK CHEMICAL		5.554
75010 75050	TELEDYNE PENN TEMPLEX IND		1,732 12,108
<b>7</b> 5050 56550	THE OIL POLISHING CO		7,400
77400	THUNDERBIRD-ASTORIA		1.811
<b>774</b> 01	THUNDERBIRD-COL		11,988
70170	TIMOTHY R LOCKE TONKIN TORP		0
78170 78257	TOURANGEAU NOR WES		1,745
<b>78</b> 590	TRANSAMER DELAVAL		36 778
<b>7</b> 8957	TRIPLE-A SOUTH		7,500
<b>790</b> 00 <b>79</b> 535	TRI-WAY INDUSTRIES UHAUL CTR-BEAV		11,927
<b>79886</b>	UNIDYNAMICS/MIDWEST		11,927 3,278 1,747
80045	UNIT PROCESS		1.839
58680	US WEST/ PNB		24,856
<b>8115</b> 3 <b>81330</b>	VANGAS VENTILATION POWER CLEAN		1,523 24,025
81465	VICKERS INC		24,025 27,734
81608	WAAGMEESTER CAN		1,977 5,500
82400 82440	WASHINGTON CHAIN WASTE MGMT OF ORE		20,696
<b>8248</b> 5	WATERMAN SUPPLY		1.800
83230	WEST COAST INSULATION		1,800 3,138 3,145 5,714
83395	WESTCON, INC		3,145
83425 83490	WESTERN AUTOMATION WESTERN ENGINEERS		18,329
83490 83530	WESTERN FOUNDRY		36,414
83556	WESTERN IMAGE SYSTEMS		6.064
83821	WESTERN STUD WELDING WESTINGHOUSE ELECTRIC		1,897
83904 84330	WESTINGHOUSE ELECTRIC WILLAMETTE TUG		9,086 18,380
84393	WILSON & HAYES		18,380 14,277
81604	W&O SUPPLY		53.999
19550	W.H. CRESS		2,148
		•	9,570,290 279
		4	219





#### NORTHWEST MARINE IRON WORKS

+ Opportunity

+ Alliance

+ PSRY Incentives

= Targeted Incentive Program (TIP)

Goal: Identify program for NMIW

New business that otherwise would not come to PSRY

## Project ideas

- o New Thread Upgrade
  - + Financial partner
    - Other shipyards
    - Port/staff
    - Defense contractor
    - Foreign?
- o Possibles

Todd Newport News Bath Avondale Norshipco General Dynamics Boeing **FMC** Rockwell Northrup Grumman Sperry Plessey United Technologies Japan Inc. Korea MANN Montedison General Electric McDonald Douglas, Ford

#### CARNEY, BUCKLEY, KASAMEYER & HAYS

ATTORNEYS AT LAW

410 RIVIERA PLAZA 1618 S.W. FIRST AVENUE PORTLAND, OREGON 97201

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TELEPHONE (503) 221-0611 SALEM TELEPHONE (503) 378-0273

October 12, 1988

Mr. William Zavin
President
Northwest Marine Iron Works
P.O. Box 3109
Portland, OR 97208

Re: Plumbing and Pipefitting Industry Trust Funds

Dear Mr. Zavin:

As you know from our previous dealings, I am the collections attorney for the Plumbing and Pipefitting Industry Trust Funds.

The Trust Funds are very concerned about Northwest Marine's inability to pay its pension and apprenticeship contributions for the month of August. Based on our telephone conversation last week, it appears that Northwest Marine will be unable to pay its pension and apprenticeship contributions that accrued for hours worked during the month of September and may not be in a position to resume payment of pension and apprenticeship contributions until late in the year.

The Trust Funds cannot allow this situation to go on unresolved and hope that Northwest Marine will be in a position to pay the past due fringe benefit contributions by the end of the year as you indicated it should be able to do.

The Trust Funds want to work with Northwest Marine in whatever way possible so that we can arrive at a solution that meets the needs of both parties. The Delinquency Committee for the Trust Funds has a meeting scheduled for October 19, 1988 at 10:00 a.m. The Delinquency Committee consists of one Employer Trustee and one Union Trustee and deals with all employer delinquencies. The Delinquency Committee would like you or a representative from Northwest Marine to attend the meeting or be able to speak with the members of the Delinquency Committee through a conference call.

Some of the information we would like to receive and the questions we would like to have answered are set forth below:

. . .

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William Zavin October 12, 1988 Page 2

- l. We would like a copy of Northwest Marine's most recent financial statement that was supplied to the creditors committee. Arrangements for confidentiality can be made.
- 2. A summary of post-bankruptcy bills that are outstanding including whether monies are owed to the Internal Revenue Service, fringe benefit funds, trade creditors, the Port of Portland, Willamette Savings & Loan, First Interstate Bank and Northwest's Workers Compensation Insurance Carrier.
- 3. We would also like to know why Northwest Marine expects to resolve its change order disputes with the Department of Navy no later than the end of the year.

The Trust Funds have not yet taken a position concerning how they will handle Northwest Marines' delinquency and the extent to which they will allow Northwest Marine's delinquency to continue. However, I believe it is highly unlikely the Trust Funds will allow Northwest Marine to become delinquent in the payment of fringe benefit contributions for another month without taking action to collect the outstanding obligations. Please contact me and let me know if you or a representative from Northwest Marine is available to attend the Delinquency Committee meeting or whether you would prefer to speak to the Delinquency Committee through a conference call. I look forward to your response.

Very truly yours,

Stephen H. Buckley

SHB: jh

cc: Matt Walters
Frank Quinn
Albert Kennedy, Esq.



The Comptroller General of the United States

Washington, D.C. 20548

# **Decision**

RECEIVED

JAN 1 8 1988

TAYHOR & HINTZE

Matter of:

Southwest Marine, Inc.

File:

B-229596; B-229598

Date:

January 12, 1988

## DIGEST

A compelling reason exists for canceling an invitation for bids (IFB) for the overhaul of a naval vessel after bid opening and resoliciting the requirements under a request for proposals where the unavailability of the naval vessel renders the IFB inadequate to express the minimum needs of the government.

#### DECISION

Southwest Marine, Inc., protests the Navy's cancellation of invitation for bids (IFB) No. N62678-87-B-0203 and the subsequent resolicitation of the requirement under request for proposals (RFP) No. N62678-88-R-0004, for the regular overhaul of the "USS Anchorage." Southwest, the apparent low, responsive bidder under the IFB, alleges that cancellation of the IFB was without a rational basis since the RFP is identical to the IFB in all material respects.

We deny the protest.

On July 10, 1987, the Navy issued the IFB for the regular overhaul of the "USS Anchorage." The IFB's production performance period, the period set aside by the Fleet to make the ship available to the contractor for repair work, was to begin on January 18, 1988, with completion of repairs required by August 16. Five bids were timely received and opened on September 23. The apparent low bidder was found to be nonresponsive on September 28 and filed a protest with the contracting officer on September 29. The contracting officer determined Southwest to be the next lowest responsive bidder and initiated a pre-award survey pending the outcome of the protest before him.

On October 29, the Commander in Chief of the Pacific Fleet requested a change in the availability period of the "USS Anchorage" due to operational requirements of the vessel; the ship would not be available until April 1988. contracting officer determined that the change in availability period would alter the actual needs of the agency as stated in the IFB and canceled the solicitation on All bidders were so informed. On November 5, November 3. the Navy issued the RFP for the regular overhaul of the "USS Anchorage" incorporating: (1) a new production performance period of April 4 through November 3, 1988 (a slippage of approximately 77 days); (2) the furnishing of a new telephone system not previously required under the IFB; and (3) a relaxation of the number of milestone dates required in the bidder's proposed schedule. This protest followed.

Southwest maintains that the revisions made to the scope of work in the RFP are not sufficient to warrant cancellation Specifically, Southwest argues that the change of the IFB. in the production performance period is not a material factor that would affect the price, quality or quantity of services requested. Southwest maintains that the agency could have accommodated the changed availability period by requesting an extension of the bid acceptance period since the actual number of days to perform the overhaul remained Similarly, Southwest contends that a reduction in milestone dates does not alter the ultimate performance of the contract but merely reduces the detail to be provided in the RFP. With respect to the addition of a new telephone system in the RFP, Southwest contends that this would have no affect on competition since all competing shipyards must deal with the same supplier and, furthermore, the Navy could have acquired this item by using the "Additional Government Requirements" clause in the contract.

Although a contracting officer has broad discretion to cancel an IFB, he must have a compelling reason to do so after bid opening because of the potential adverse impact on the competitive bidding system of cancellation after bid prices have been exposed. Aero-Executive Helicopters, B-227133, Aug. 17, 1987, 87-2 CPD ¶ 167; Alliance Properties, Inc., 64 Comp. Gen. 854 (1985), 85-2 CPD ¶ 299. As a general rule, the need to change the requirements after the opening of bids to express properly the agency's minimum needs constitutes such a compelling reason. Id. Our Office generally regards cancellation after opening to be appropriate when an award under the ostensibly deficient solicitation would not serve the actual minimum needs of the government or when other bidders would be prejudiced by such an award. United States Elevator Corp., B-225625, Apr. 13, 1987, 87-1 CPD ¶ 401. Our review is limited to considering the reasonableness of the exercise of the contracting

B-229596; B-229598

official's discretion. Motorola, Inc., et al., B-221391.2, et al., May 20, 1986, 86-1 CPD ¶ 471.

We find that the record establishes a compelling reason to cancel the IFB. The IFB included a production performance period which did not properly express the agency's minimum needs due to the changed availability date of the vessel (a slippage of 77 days).1/ We view time for performance as a material factor in a solicitation that likely will affect price. Aero-Executive Helicopters, B-227133, supra; Pierce Mfg., Inc., B-224007, Oct. 28, 1986, 86-2 CPD ¶ 483. We agree with the Navy that specific dates become very critical to shipyards because of the possibility of varying workloads and changes in cost rates. Specifically, the record shows that overhaul of a vessel is a very labor-intensive undertaking. Further, labor supply is directly related to the amount of other work in a yard at a specific time--a yard that is not available for additional work at a given time may be available and competitive 2 or 3 months thereafter. Thus, a change in ship availability dates may potentially affect bidder's prices to various degrees, and may also affect which bidders participate in the procurement. We therefore find a rational basis to the cancellation on this basis alone. a comment of the same

Finally, Southwest complains that the cancellation was procedurally deficient since the contracting officer did not prepare a formal written determination stating a compelling reason for cancellation. Such a procedural failure does not in itself constitute a basis to sustain a protest, however, where, as here, the cancellation in fact is warranted.

Feinstein Construction Inc., B=218317, June 6, 1985, 85-1

CPD ¶ 648.

The protest is denied.

James F. Hinchman General Counsel

<sup>1/</sup> Southwest argues that a bid protest filed under the IFB with our Office also would have involved a slippage of approximately 77 days. In a bid protest, the agency's requirements remain the same and, if necessary, the agency can override the bid protest stay provisions to fulfill its unchanged requirements. Here, however, the underlying requirements on which the competition was based have changed.

Bidder	Pasic	<b>&amp;G</b> B	Port Differential	TOTAL
Northwest Iromorks (NII)	\$14,368,000	<b>\$1,440,0</b> 00	\$73,000	<b>815,881,00</b> 0
<b>EM</b>	17,048,692	1,440,000	6,714	18.495.406
TOTO (Seattle)	15,971,785	2,520,000	83,594	18,575,379
Continental Maritime (San Francisco)	16,736,124	2,412,0001	31,177	19,179,301
NASSCO	17,401,215	2,592,000	12,843	20,006,058



## DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING, CONVERSION AND REPAIR, USN P.O. BOX 215 PORTSMOUTH, VIRGINIA 23705-0215 1.330IVED

IN REPLY REFER TO:

4330 Ser 410/1022

NOV 1 3 1987

Northwest Marine Iron Works P.O. Box 3109 Portland, OR 97208

Re: Solicitation Nos. N62678-87-B-0203 and N62678-88-R-0004, USS ANCHORAGE (LSD-36)

#### Gentlemen:

This letter is to inform you, pursuant to Federal Acquisition Regulations 33.104 (a) (3), that by letter dated November 11, 1987, Southwest Marine, Inc. has submitted a formal bid protest to the General Accounting Office.

The contractor is protesting the cancellation of solicitation no. N62678-87-B-0203 and the award to any other offeror under solicitation No. N62678-88-R-0004. The specific basis for the protest is that there was ostensibly, no compelling reason to cancel the IFB. The contractor's position is that the change in the ship's operational commitments is in the area of an "Administrative Difficulty" and extension of the bid acceptance period should have been requested rather than cancelling the IFB.

Contractors are advised that views and relevant information on this issue may be submitted to the General Accounting Office as follows:

General Counsel
General Accounting Office
441 "G" Street, N.W.
Washington, D.C. 20548-5000
Attn: Procurement Law Control Group

Submissions should reach the General Accounting Office not later than close of business November 20, 1987. Copies of any such submissions should be furnished to the contracting officer.

Sincerely,

S. T. WINDER

Contracting Officer

By direction of

the Supervisor

# TAYLOR & HINTZE

ATTORNEYS AT LAW

#### SEATTLE OFFICE

900 AGC BUILDING, 1200 WESTLAKE AVENUE NORTH, SEATTLE, WASHINGTON 98109
TELEPHONE (206) 282-4004, TELECOPIER (206) 283-9198

November 18, 1987

General Counsel General Accounting Office 441 "G" Street, N.W. Washington, D.C. 20548-5000

Attention: Procurement Law Control Group

RE: Solicitation Nos. N62678-87-B-0203 and N62678-88-R-0004, USS ANCHORAGE (LSD-36)

Protest of Southwest Marine, Inc.--

Dated November 11, 1987

Gentlemen:

Pursuant to 4 CFR 21 and the Contracting Officer's letter serial 410/1022, dated November 13, 1987, issued pursuant to FAR 33.104, Northwest Marine Iron Works submits the attached memorandum of views and relevant information supporting the Conracting Officer's decision to cancel Solicitation No. N62678-87-B-0203.

Northwest Marine Iron Works intends to respond to Solicitation No. N62678-88-R-0004 and has a reasonable prospect of receiving an award if the protest of Southwest Marine, Inc., is denied. Accordingly, Northwest Marine Iron Works is an interested party under the CFR and FAR sections cited above.

Very truly yours,

Randall D. Zuke

TAYLOR & HINTZE

Attorneys for Northwest

Marine Iron Works

RDZ:ss Enclosure

cc: W. L. Brannock

Contracting Officer

Mr. William Zavin

RICHLAND OFFICE

GESA BUILDING, SUITE E, 825 GOETHALS, RICHLAND, WASHINGTON 99352
TELEPHONE 15091 943-6691, TELECOPIER (509) 946-4330

ANCHORAGE OFFICE

310 K STREET, SUITE 603, ANCHORAGE, ALASKA 99501 TELEPHONE (907) 276-4026, TELECOPIER (907) 279-6368 TO THE COMPTROLLER GENERAL OF THE UNITED STATES

The Contracting Officer determined that the unavailability of the USS Anchorage for the first 11 weeks (or 36%) of a 30-week production period justified the cancellation of the initial overhaul solicitation. Northwest Marine Iron Works (hereinafter "NMIW") agrees that the determination was correct and offers the following views and relevant information in support of the Contracting Officer's decision.

## I. FACTUAL BACKGROUND

In July of 1987, the Supervisor of Shipbuilding,
Conversion and Repair, USN in Portsmouth, Virginia, issued
Solicitation No. N62678-87-B-0203 (hereinafter referred to as the
"IFB") as an Invitation for Bids for the regular overhaul of the
USS Anchorage (LSD-36). The IFB specified that work on the
vessel would commence on January 18, 1988 and would be completed
by August 16, 1988. Bids were received and opened on September
23, 1987. After that date, but prior to an award, the
Anchorage's operational commitments changed, making the vessel

unavailable for the first eleven weeks of the production period. On November 3, 1987, the Contracting Officer notified all bidders that the IFB had been cancelled, and that the Government planned to re-solicit the overhaul as a negotiated procurement. On November 5, 1987, the Government issued Solicitation No. N62678-88-R-0004 as a Request for Proposals (hereinafter referred to as the "RFP").

The RFP differs from the IFB in several important respects. First, the RFP establishes a production period that is commensurate with the ship's availability. Secondly, RFP specifies an entire telephone system, not included in the IFB. This system, Item No. 432-80-001, is described as having a 200 line, 20 trunk, 50 touch tone, 150 rotary dial, 30 two-party line capacity with common control PBX switching equipment. Installation of the system will require a substantial amount of work performed throughout the ship, and throughout the production period. This is a significant work item which no bidder has yet competitively priced. Additionally, the RFP changed some nine other work items in a manner that affects their cost.

NMIW submitted the apparent low bid in response to the IFB, as indicated by the protester's tabulation. The Contracting Officer subsequently determined NMIW's bid to be non-responsive.

NMIW appealed that determination, pursuant to the provisions of FAR 33.102-03, asking the Contracting Officer to reconsider.

That reconsideration was in progress when the Anchorage's availability changed. By Serial Letter 410/983 dated November 4,

1987, the Contracting Officer advised NMIW that further review was unnecessary because the solicitation had been cancelled.

NMIW's protest was not resolved, and thus would be reinstated should the Comptroller General grant this protest. Accordingly, the protester is not clearly the lowest responsible bidder whose bid is responsive to the IFB.

The change in the Anchorage's operational commitments, and the changes in the Government's minimum requirements made cancellation of the IFB both reasonable and necessary. NMIW believes that cancellation preserves the integrity of the competitive bidding process. As such, the cancellation was a proper exercise of the Contracting Officer's discretion. NMIW submits this memorandum of views and relevant information in support of the cancellation of Solicitation No. N62678-87-B-0203.

#### II. ANALYSIS

The Contracting Officer's cancellation of the IFB was proper under the Federal Acquisition Regulations and was an appropriate exercise of the Contracting Officer's discretion.

1. A Contracting Officer has substantial latitude in determining whether to cancel a Solicitation prior to Award, and the Comptroller General's review is limited to an abuse of discretion standard.

In a 1986 opinion to the Honorable William V. Roth, Jr., Chairman of the Committee on Governmental Affairs of the United States Senate, the Comptroller General stated that it does not

set aside a Contracting Officer's decision absent an abuse of discretion:

Suffice it to say, the standard we and the courts use in deciding bid protests recognizes that the contracting agency, not GAO or any other reviewing body, is responsible for its procurement actions. Our function is limited to determining if agency officials have violated the law. It is not, nor should it be, our function to substitute our preference in matters of judgment for the agencies, so long as the agency does not abuse its discretion.

Unpublished Opinion, B-208159.9, May 19, 1986 (emphasis added).

Earlier this year, the Comptroller General held that an agency decision would not be overturned absent "clear evidence" of an abuse of discretion:

Contracting officials have <u>broad discretion</u> to determine whether or not appropriate circumstances for cancellation exist, and <u>our review is limited to considering the reasonableness of the exercise of that discretion.</u>

\* \* \*

In reviewing an agency decision to cancel a solicitation, our office will consider whether the agency's action is supported by a reasonable basis under circumstances as they existed, not merely whether the basis which the agency advanced at the time it took the action was reasonable, or whether this basis was supplied at the time the determination was made.

<u>United States Elevator Corp.</u>, B-225625, April 13, 1987 (emphasis added); <u>citing United States District Court for the District of Columbia</u>, 58 Comp. Gen. 451 (1979). This position was reaffirmed as recently as August of this year when the Comptroller General stated:

Our office generally regards cancellation after opening to be appropriate when an award under the ostensibly deficient solicitation would not serve the actual minimum needs of the Government or when other bidders would be prejudiced by such an award. [Citation omitted]. Our review is limited to considering the reasonableness of the exercise of the contracting official's discretion.

<u>Aero-Executive Helicopters</u>, B-227133, August 17, 1987 (emphasis added); <u>citing United States Elevator Corp.</u>, B-225625, April 13, 1987.

The provisions of FAR 14.404-1(a)(1) direct an award unless there exists a compelling reason for the rejection of all bids and the cancellation of the solicitation. Specific reasons for cancellation are enumerated in Subsection 14.404-1(c). However, the recognition of such a compelling reason is within the broad discretion granted to the Contracting Officer. As demonstrated by the decisions cited above, a Contracting Officer's finding that there is a compelling reason for cancellation need only be reasonable.

2. The vessel's unavailability through the first eleven weeks of the overhaul, plus the Government's desire to add a major communication system reasonably leads to the conclusion that (1) the IFB was inadequate; (2) the specifications have been revised; and (3) it is clearly in the public interest to competitively negotiate the entire revised package.

In <u>U.S. Materials Co.</u>, B-216712, April 26, 1985, the Comptroller General held that an agency's cancellation of an IFB was proper where, as a result of unexpected administrative

delays, it became impossible for any bidder to meet the delivery schedule set forth in the solicitation. In that decision, a responsibility determination delayed the award past the date at which commencement was required (in order to meet the performance dates set forth in the IFB). Addressing the protester's offer to perform according to an extended schedule, the Comptroller General stated:

Even if an agency is willing to award a contract whose material terms are at variance with the IFB, such an award would be improper since the award of a contract pursuant to the advertising statutes must be made on the same terms as offered to all bidders. [Citations omitted]. Moreover, the integrity of the competitive bidding system also precludes an agency from awarding a contracting competed under given specifications with the intent of changing to materially different specifications. [Citation omitted].

\* \* \*

The inherent improbability of a timely delivery under the solicitation delivery schedule had become an impossibility by September 26 when the Contracting Officer learned of U.S. Material's unwillingness to meet the delivery terms communicated to it six days earlier.

We therefore believe that since, as a result of unexpected administrative delays after bid opening, the specifications had become inadequate because it was impossible for any bidder to meet the delivery schedule set forth in the solicitation, cancellation of the solicitation was appropriate. See 53 Comp. Gen. 92 (1973); FAR, 48 C.F.R. §§ 14.404-1(c)(1) and (2).

<u>Id</u> (emphasis added).

Following this approach, it was reasonable for the Contracting Officer to conclude that no bidder could perform the

subject overhaul in 64% of the allotted completion time. An award under such circumstances would create excessive inefficiencies in a labor-intensive project. Such Government-caused inefficiencies could have subjected the Government to substantial claims, requiring the issuance of costly equitable adjustments. See generally, Appeal of Ingalls Shipbuilding Division, Litton Systems, Inc., ASBCA 17579, 78-1 BCA 13,038 (1978). It is not in the public interest to award a contract where the agency recognizes the probability of such excessive cost overruns.

As noted in <u>U.S. Materials</u> above, the Contracting Officer cannot award a contract with the intent of changing to a different set of specifications after the award. Accordingly, the Contracting Officer cannot award a contract that indicates one production period when the availability of the vessel mandates that the work be performed during a different time The protester's offer to extend its bid must be based upon the assumption that it could still complete the overhaul by the original completion date of August 16, 1988. The protester, however, does not explain how it intends to accomplish the work in such a short a time frame at no additional expense to the Government. In light of the Comptroller General's decision in U.S. Materials Co., the Contracting Officer could have reasonably determined that the unavailability of the vessel compelled resolicitation.

The same result was reached in another decision that is factually similar to the one presented here. In <u>Arcwel Corp.</u>, B-221380, March 18, 1986, the Comptroller General found that the cancellation of a solicitation was proper where the IFB failed to inform bidders that the subject ship would be at sea for a portion of the production period:

The initial IFB issued on December 23, 1985, solicited bids for the repair of a 10-ton starboard cargo boom on the USS Tuscaloosa that had been damaged during ship operation. The IFB established the performance period as December 27 through February 22, with no indiction that the ship would not be available at any time during this period. Further, the IFB specifications permitted the repair to be performed on board the ship without removal of the boom to the contractor's facility for repair.

\* \* \*

Shortly after bid opening, the contracting officer was advised by the Navy's project manager that the IFB failed to inform bidders that the ship was scheduled to be at sea from January 6 through January 24 (apparently the ship's availability dates had been omitted from the IFB through inadvertance). The contracting officer decided to cancel the solicitation because the ship's actual schedule mandated that the contractor remove the boom from the ship before January 5, repair the boom at its own facility during the ship's at-sea period, and then re-install the boom after the ship's return from sea duty.

Id. Citing the urgency of the needed repairs, the Contracting Officer cancelled the IFB and issued an RFP on the same day. The RFP contained new specification requirements that conformed to the ship's operational commitments. Arcwel argued that the Navy had no compelling reason to cancel the solicitation since the

specification changes had no effect on the work, or its cost.

The Comptroller General, however, found that the ship's availability dates were critical to the procurement:

In support of its position, Arcwel emphasizes that its initial bid price remained unchanged after the re-solicitation. In this connection, Arcwel states that it had always contemplated removing the boom from the ship and performing the repair work at its facility, an approach which Arcwel characterizes as "the more reasonable method of proceeding". In short, Arcwel argues that the cancellation was unjustified because no significant changes which affect price were reflected in the RFP's specifications.

The use of specifications that do not adequately describe the Government's actual needs generally provide a compelling reason for cancellation; however, the fact that an invitation is in some way deficient does not, of itself, constitute a compelling reason to cancel if other bidders would not be prejudiced by an award under the solicitation and award would serve the Government's actual [Citation omitted]. Stated differently, two factors must be examined to determine whether a compelling reason for cancellation exists: (1) whether the best interest of the Government would be served by making an award under the solicitation, and (2) whether bidders would be treated unfairly and disparately if such an award were made. [Citation omitted].

We cannot agree with Arcwel's assertion that the ship availability dates were not critical to the procurement. The contracting officer, determining that the correction of the ship availability dates constituted a significant change to the specifications, notes that the ship's schedule would require removal and reinstallation of the ship's boom and by use of equipment not previously required (a floating crane). Obviously, what was being required here did change.

<u>Id</u> (emphasis added). Likewise, the change in the Anchorage's availability significantly changed the requirements of the IFB.

As demonstrated above, a late award based on the original production dates would not serve the best interests of the Government. As is demonstrated below, an award to the protester based on the revised production period would result in the unfair and disparate treatment of all other bidders.

An overhaul of the nature presented here is extremely labor-intensive. A successful completion requires a sufficient supply of skilled labor available at an optimum cost. Labor supply is, of course, directly related to the amount of other work in the yard. A yard that is optimumly balanced during a certain production period may not even be competitive three months later. For instance, suppose that a shipyard had previously agreed to a labor rate increase beginning in March of Under the IFB, that yard could have based its bid upon 1-1/2 months of work at the lower rate. Within certain parameters, it could have scheduled and loaded the project accordingly. Under the RFP, however, that same yard would now have to pay the higher rate throughout the entire project. Likewise, a savings to the Government would occur if a yard was able to obtain a rate decrease sometime during the production period. As the Comptroller General found in Arcwel Corp., the ship's availability dates are critical to the procurement.

Cancellation in light of a possible wage rate increase was expressly recognized earlier this year by the Comptroller General:

We think a four month delay in performance of a construction contract [for the repair of a taxi way and runway aprons at an Air Force base in Nebraska] reasonably could be expected to have a substantial effect on bids depending on possible wage rate changes, the availability of equipment, and other similar factors subject to change during the delay.

Cedar Valley Corp., B-225475; B-225723, February 24, 1987
(emphasis added).

The Contracting Officer's decision to cancel the Anchorage IFB and to proceed under a RFP was clearly a reasonable exercise of discretion. The procedure was expressly approved by the Comptroller General in <a href="https://example.com/Arcwel Corp.">Arcwel Corp.</a>

As in <u>U.S. Material</u>, the protester here cannot reasonably perform under the dates of the IFB. To sustain the protester's request for an award under the IFB, but to allow production under the dates set forth in the RFP, would prejudice all other bidders. On the other hand, a denial of this protest would in no way prejudice the protester. The IFB, itself, advised all bidders that the Government expressly reserved the right to reject any, or all, bids. <u>See</u> Solicitation No. N62678-87-B-0203, pages 55 and 56 of 56, FAR 52.214-10. The protester has the same opportunity to compete for the new requirements as does everyone else.

Contrary to what the protester suggests, re-solicitation preserves (not destroys) the integrity of the competitive

procurement process. Sustaining this protest will clearly prejudice other interested parties, whereas a denial is proper, and is clearly within the best interests of the Government.

3. A contractor has no right to an extension of its bid should administrative difficulties delay an award. The request for such an extension is a matter solely within the discretion of the Contracting Officer.

The protester correctly observes that FAR 14.401-1(d) allows a Contracting Officer to request an extension of the bid acceptance period should administrative difficulties delay an award within the period specified in the solicitation. However, the Comptroller General has recognized that such a request is within the purview of the Contracting Officer's discretion. See Systematics General Corp., B-224991, February 20, 1987.

Furthermore, no bidder is required to so extend its bid. Id. Although the protester now offers to extend its bid, there is nothing to suggest that the Contracting Officer had any indication, at the time he elected to cancel the IFB, that any offeror would make such an extension. The Contracting Officer's decision to cancel the IFB was reasonable based on the information available at the time the decision was made.

The protester suggests that the FAR places the Contracting Officer under a duty to request an extension when faced with administrative difficulties. The Comptroller General has expressly rejected that argument. In <a href="Pegasus Alarm">Pegasus Alarm</a>
<a href="Associates, Inc.">Associates, Inc.</a>, B-225597.2, May 12, 1987, the Comptroller

General held that this FAR provision created no rights in a bidder:

Pegasus now argues that the FAR provision places a "clear, unambiguous, and unequivocal duty" on the contracting officer to seek an extension, but imposes no corresponding duty on bidders. If anything, Pegasus concludes, the FAR creates a correlative right in a bidder whose bid acceptance period is about to run out.

We find this argument without merit. It is well settled that there is no right to a Government contract. Perkins v. Lukens Steel Co., 310 U.S. 113 (1940) cf. Krygoski
Construction Co., 63 Comp. Gen. 367 (1984), 84-1 CPD p. 523. The FAR provision, in our opinion, is only for the benefit of the Government, establishing a procedure for contracting officers to follow in cases where administrative difficulties delay award, so that it becomes necessary to seek extensions from the lowest bidders. The provision is of the type that creates no rights in bidders.

Id (emphasis added).

Regardless of whether a change as far-reaching as the revised production dates actually is an "administrative difficulty", the addition of the new communication system clearly is not. Although the protester asserts that these changes are insignificant, thus implying that it could still meet the August 16, 1988 completion date, the Contracting Officer could reasonably conclude the new requirements compelled cancellation. The Contracting Officer would be entirely correct in making such a determination. The Comptroller General has consistently held that the contracting agency has the primary responsibility to determine the Government's minimum requirements. See Grumman

Corp.-Reconsideration, B-225621.4, July 15, 1987; citing American
Science & Engineering, Inc., B-225161.2, March 5, 1987.

#### IV. CONCLUSION

In light of the views and relevant information set forth above, Northwest Marine Iron Works believes that the Contracting Officer reasonably had a compelling reason to cancel Solicitation No. N62678-87-B-0203 and that the issuance of Solicitation No. N62678-88-R-0004 was proper. NMIW offers the above in support of the Contracting Officer's decision.

DATED this 1944 day of November, 1987.

TAYLOR & HINTZE

RANDALL D. ZUKE

Attorneys for Northwest Marine

Iron Works



# DEPARTMENT OF THE NAV .

supervisor of Shipbuilding, Conversion and Repair. Usn P.O. BOX 215 PORTSMOUTH, VIRGINIA 23705-0215

MI BEFLY REFER TO

4330 Ser 410/916 · NOV 0 8 1987

Subj: Invitation for Bid N62678-87-B-0203; regular overheul of USS ANCHORAGE (LSD-36)

#### Gentlemen:

Please be advised that subject Invitation for Bid has been cancelled due to changes in the ship's operational commitments.

The Government plans to resolicit as a negotiated procurement by issuing a Request for Proposals. If interested, you are requested to retain previously issued plans/drawings for reuse on the new procurement.

Sincerely.

Contract Manager

UUIII UU 7



SOUTHWEST MARINE, INC.

"Specialists in Ship Repair and Overhaul" 985 S. Sesside, P.O. Box 3600, Terminal teland, CA 90731-7331 (213) 519-0600 / Telax; 910-345-8636 (BWM TERM)

Corporate Offices: San Diego

November 11, 1967

General Accounting Office 441 "G" Street, N.W. Washington D.C. 20548-5000

ATTN: Procurement Law Control Group

RE: Protest of Cancellation of Solicitation No. N62678-87-D-0203, and of Award to Any Other Offeror Under Solicitation No. N62678-88-R-0004

#### Gentlemen:

Southwest Marine, Inc., San Pedro Division ("SWM"), hereby protests carcellation and sward to any other offeror under the referenced solicitations. Pertinent information regarding this Protest are as follows:

1. Identification of Protester

Southwest Marine, Inc. San Pedro Division 985 Fouth Sesside Avenue P. O. Box 3600 Terminal Island, CA 90731-7331

Phone: 213/519-0600

<u>Contact Point:</u> William M. Johnston General Manager

2. Issuing Agency and Related Information:

Solicitation Nos.: N52678-87-D-0203 and

N62678-88-R-0004

Issuing Agency:

Supervisor of Shipbuilding, Conversation and Repair, USN P. O. Pox 215 Portamouth, Virginia 23705-0215

# Point of Service of Protest:

## Bolicitation No. N62678-87-D-0203

W. L. Brannock (Code 401) P. O. Box 215 Portamouth, Virginia 23705-0215

Phone: 804/396-7664/7768

#### Solicitation No. No2678-88-R-0004

Procuring Contracting Officer (Code 410)
P. O. Fox 215
Portenouth, Virginia 23705-0215

Phone: 804/396-7664/7768

#### I. FACTUAL BACKGROUND OF PROTEST

- **- 3** 

Solicitation No. N62678-87-D-0203 (hereinafter "the IFB"), as amended, requested bids to prepare for and accomplish the Regular Overhaul of the vessel USS ANCHORACE, in accordance with detailed Navy specifications. Exhibit I hereto is relevant pages from the IFB. The IFB contemplated award no later than December 18, 1987, with a start date of January 18, 1988 and a completion date of August 16, 1988 (Paragraph F-1a); to qualify for award, bidders were required to have a Master Ship Repair (MSR) Contract (Paragraph I-16); a firm fixed price contract was contemplated (Paragraph M-1) with award to be made to the responsible bidder "considering only price and the price-related factors specified elevater in the Folicitation." (Paragraph M-3). Those "price-related factors" were the evaluated price of 72,000 man hours for Additional Government Requirements ("AGR") (Paragraph M-5) and "Forsecable Costs" associated with transportation of the vessel to various West Coast ports (Paragraph M-6).

Bid opening occurred on September 23, 1987 with the following results:

11-17-87; 12:58 PM;

Ridder	Basic	AGR	Port Differential	Total
Northwest Iromorks (N/I)	\$14,368,000	\$1,440,000	\$73,000	\$15,881,000
5M	17,048,692	1,440,000	6,714	18.495.406
mmo (Seattle)	15,971,785	2,520,000	83,594	18,575,379
Continental Maritime (San Francisco)	16,736,124	2,412,0001	31,177	19,179,301
MASSCO	17,401,215	2,592,000	12,843	20,006,058

On or about September 29, 1987 the undersigned was advised by Navy representatives that the apparent low bidder, NWI, was determined to have been non-responsive. At that time, we were requested to provide presward information pursuant to Paragraph I-20 of the IPB, which was submitted by our letter of October 6, 1967.

On or about October 4, 1987 I was advised by Navy officials that our bid was responsive. And, I am confident that SWM was found responsible, since our company has performed many similar overhauls of Navy vessels.

On November 5, 1987, SWM received a letter dated November 3, 1987 (Fxhibit 2), the full text of which is as follows:

"Please be advised that [the IFB] has been cancelled due to changes in the ship's operational commitments.

The Government plans to resolicit as a negotiated procurement by issuing a Request for Proposals. If interested, you are requested to retain previously issued plans/drawings for reuse on the new procurement." (Emphasis added)

11-17-87;12:58 PM;

SWM received the "new procurement", Solicitation No. N62678-88-R-0004 (hereafter "the RFP") on November 5, 1987. Relevant pages of the RFP are attached as Exhibit 3.

As the Navy's November 3rd letter at least impliedly states, the NFP made no substantial changes to the specifications or the Government's requirements concerning overhaul of the ANCHORAGE. A telephone system work item was added and a number of work items were deleted. For all intents and jurposes, the Specification package was not changed.

Otherwise, the RFP provides for award by February 8, 1988 (Paragraph F-1) or 53 days after the contemplated award date under the IFB, and performance of the overhaul work from April 4 through November 3, 1989. The total change in the period in which the vessel is available for work is two working days. A firm fixed price contract is still contemplated (Paragraph H-1), award is still contemplated based principally on price (Paragraph M-3), and the other price related factors (ACR and port differential) are identical to the IFB (see Paragraphs M-5 and M-6).

#### II. BASIS FOR PROTEST

The general rule of competitive, scaled, bid procurements is that award "<u>nust</u>" be made to the low, responsive and responsible bidder unless there is a "<u>convelling</u> reason to reject all bids and cancel the IFB". FAR 14.404-1(a)(1). Specific reasons for which the Government "may" cancel an IFB after bid opening are set forth in FAR 14.404-1(c). In this instance, the reason cited in the Navy's November 3 letter for cancellation, "the ship's operational commitments," presumably falls within the "public interest" catch-all provision in Aubection (c)(9). The facts show, however, that the public interest and FAR itself mandates acceptance of SWI's bid.

If "operational consitments" have changed, they have not changed sufficiently to warrant the drastic step of cancelling this IFB, after bids lave been exposed in a procurement that was vigorously contested. The apparent operational consitment of the vessel has changed by only 53 days, that is, the IFB contemplated award on or before December 17, 1987 and the RFP contemplated award on or before February 8, 1988. The "start date" for work changed by only 76 days. Those are not "convelling" reasons to cancel. The difference between SWN's bid and that of the next low bidder (Todd Seattle) was .51%, or \$80,000 difference in total bid prices of over \$18,000,000.00. Clearly, the integrity of the sealed bid system cannot tolerate a cancellation and resolicitation in these circumstances.

Nov 17,87 13:59 TAYLOR, BRYAN & HINTZE

A course of action that the Navy could have followed is set forth at FAR 14.404-1(d). That section requires that, in the event of "administrative difficulties" encountered after bid opening that may delay award beyond bidders' acceptance periods, the lowest bidders should be asked to extend their bids. Clearly, a change in operational commitments of only 53 days or 76 days is in the nature of an "administrative difficulty," and extension of the bid acceptance period should have been requested rather than cancelling the IFB. SW's bid as submitted was valid until December 22, 1967. We reaffirm its validity until that date and we are willing to extent validity through February 8, 1988 if necessary.

The Navy had no rational basis for cancelling the IFB and issuing a new "RFF" which is identical to the IFB in all material respects. Certainly, there is no compelling reason and the harm to the integrity of the competitive bid system is obvious. There is no question that SWM is a responsible MSR contractor and that SWM is the low responsive bidder. Award should have been made to SWM.

## III. RECUEST FOR RELING AND RELIEF RECUESTED

SMM requests that the Comptroller General sustain the protest concerning the IFB by ruling that cancellation was improper and that no sward may be made under the RFP. SWN requests that the Comptroller General recommend to the Navy that award be made immediately to SWN under the IFR at its bid price including AGR requirements.

Concurrently, a copy of this protest, without Exhibits which are already in the Navy's possession, is being delivered to the point designated in the IFB and the RFP for receipt of protests.

Very/truly yours/

William M. Johnston General Manager

5.21.87

Buc -

LOCKPORT ESTIMATED & BID THE FT. FISHER @ 328,000 MH'S

WORD IS THEY TOOK 387,000 MH'S TO COMPLETE THE JOB — AND THIS DOES NOT INCLUDE THE EXTRA SUBCONTRACTOR COSTS INCURRED WHEN LOCKPORT HIRED THE SUBCONTRACTORS (FRASEL, ETC.) TO COMPLETE SPEC. WORK LABOR THAT COULD NOT BE COMPLETED WITHIN SCHEDULE REQUIREMENTS BY LOCKPORTS OWN LABOR POOL.

FRED

#### October 9, 1987

#### Dear Ms. Robinson:

In further clarification of my letter to you dated October 3, 1987, I wish to make absolutely clear Northwest Marine's position with regard to any Government warranty relating to the accuracy of drawings, designs and specifications. As indicated in my previous letter, the company made certain gratuitous assumptions relating to what we believed the law implied.

I wish to clarify that Northwest Marine fully understands the Government's argument that the law implies no warranties with regard to the accuracy of drawings, designs and specifications. Furthermore, our company is prepared to accept, unequivocally, the Government's position with regard to this matter.

Therefore, Northwest Marine respectfully requests that its gratuitous assumption with regard to such implied warranties be ignored and not allowed to stand in the way of the award of this important contract. It was not the company's intention to condition its bid with such language, nor would such language alter the rights and responsibilities of either the company or the Government. We accept the Government's position as an accurate statement of law and apologize for the unintended confusion we have caused.

Sincerely,

Bill Zavin

October 12, 1987

TO:

G. Miller

B. Zavin

J. Coleman

FROM:

B. Birch

SUBJECT:

Weekly Activity Report - October 5-11, 1987

**GRIEVANCES** 

Sheetmetal - R. Harris (discrimination) - pending.

Sheetmetal - G. Whiting (injury pay) - Union requesting arbitration was

withdrawn.

Sheetmetal - J. Garrett (holiday pay) - Union decision to arbitrate is

pending.

Metal Trades Council - NORVAC - ongoing.

Carpenters - Four employees (dirty pay) Company agrees with Union and is

in process of paying the grievants.

MANPOWER

union

859 as of October 9, 1987

Non-represented

94 as of October 9, 1987

P.O./Temp.

Service

- 11 as of October 9, 1987

#### OTHER BUSINESS

Affirmative Action Plan - Quarterly report will be distributed to all managers this week.

United Way - Annual campaign will start this week.

Immigration Reform and Control Act of 1986 The key to compliance is proper completion of the I-9 Employment
Eligibility Verification Form. The Act makes it unlawful for an
employer to hire any person without verifying and documenting
the person's identity and eligibility to work in the U.S.
We are in the process of setting up hiring procedures in order
to comply with this Act.



MAILING ADDRESS: P.O. BOX 3109

PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

PHONE: (503) 285-7557

(303) 203-733

TWX: 910-464-6107 NORMARINE PTL

5 October 1987

Supervisor of Shipbuilding Conversion and Repair, USN Building 15 NNSY Code 410 - Dianne Robinson Portsmouth, Virginia 23705-0215

Re:

Solicitation N62678-87-B-0203

Northwest Marine Iron Works' (NMIW) Proposal

Dear Ms. Robinson:

On Monday, September 28, 1987, I was notified by your office of concerns regarding three items in our offering document. These concerns included NMIW's introduction assumptions regarding Government Furnished Material, Government Furnished Designs, Drawings and Specifications, and the Proprietary Rights provision. All three of these items were not meant to be – nor were part of NMIW's solicitation bid. This additional information (letter of introduction, proprietary clause, introduction, and assumptions) was unsolicited extraneous material that was not required by the solicitation. NMIW provides you with the following comments which will help explain why this material was provided and why I believe it does not in any manner effect our obligation under the solicitation.

On page two of the introduction section of the offering document, NMIW stated in paragraph B.3 that it assumed "the drawings, designs and specifications which have been and are to be provided to NMIW are accurate, current, complete and not ambiguous". As stated above, NMIW did not intend this language to qualify or limit any of its obligations under the contract or solicitation. NMIW has always believed that it is fully bound to perform all of the work required by the specifications. NMIW also believed that this "assumption" did not conflict with any of the contract provisions of prevailing law.

NMIW believes (and therefore inserted its "assumption") that there is an implied warranty by the Government that the plans and specifications provided are not faulty or defective. NMIW logically assumed the Government is responsible for the correctness, adequacy and feasibility of its specifications and plans when the Government prepared the solicitation. Additionally, NMIW believed that the Government's responsibility and implied warranty would not be overcome by a general disclaimer cited on a drawing or within Clause 5, Inspection and Manner of Doing Work, of our Master Ship Repair Agreement. Additionally, in those circumstances where the Government specifically warned the bidders that lengths and/or sizes were not known (such as Solicitation Item 041–88 and the bidders question referring to it), NMIW has attempted to determine the actual length for bid purposes. However, for other specification items, NMIW believes that its assumption is fully consistent with the prevailing law and the solicitation terms and conditions, and in no way qualifies, expands, or limits the duties, responsibilities or obligations of NMIW or the Government.

NMIW also believes that its assumption in paragraph B.2 that the Government furnished material "will be delivered to the Northwest Marine Iron Works' facilities at Swan Island in a timely manner and in the condition and quantities necessary for ship overhaul" is not inconsistent with nor does it qualify the solicita-

tion requirements. Although the Contracting Officer expressed concern over this assumption, the statement is not in conflict with the requirements of the solicitation. In fact, it is totally consistent with those provisions.

Section H-7(a) of the solicitation defines two categories of material: 1) Material which is available at the time of turnover; and 2) material which is unavailable at time of turnover. Material that is available at the time of turnover is to be picked up at the SupShip Long Beach warehouse in Long Beach, California. NMIW's "assumption" was that the Navy would have this material ready for our timely shipment to Swan Island. In fact, we included \$40,000 in the bid for these shipping costs. (I would be pleased to furnish you a copy of the bid breakdown showing this cost). For the material not available at turnover, NMIW assumed that, in accordance with the last sentence of Clause H-7, the Government would ship the remaining material at its expense in a timely manner to our facility.

Accordingly, there is nothing inconsistent with the H-7(a) provisions and the assumptions in our introduction. We merely assumed that the material available would be ready and in a condition that would not delay our shipping. For material not available, we merely assumed that the Navy would furnish and deliver it in a timely manner. Both assumptions are consistent with the solicitation, do not qualify the bid, and are an implied condition recognized for this type of contract.

With respect to the proprietary rights language found on the third page of our offering document, it was certainly not our intent to restrict disclosure of our offer as contained on Standard Form 1411, 33 and Sections B, G-3, G-4, H-20 and K of our offer. We only intended to restrict the disclosure of the introduction background information and assumptions which preceded our offer. That information was provided to explain our company's history of performing similar projects and to describe our pricing approach to this solicitation solely in order to demonstrate our company's capacity to perform the "USS ANCHORAGE" project. We did not intend to restrict, in any manner, the disclosure of our complete offer to perform each requirement of the solicitation.

NMIW firmly believes that its intended use of the proprietary rights clause is apparent on the face of our offer. The offer document clearly separated the introductory material, including the proprietary language, from the solicitation's required forms, and the introductory material was the only information in our document which was not required by the solicitation. We provided it gratuitously. The proprietary rights language refers only to the "data furnished in connection with our proposal". The only "data" furnished in connection with, as opposed to "data" required by the solicitation, is the introductory information relating to our performance capacity. Not one page of the required information is marked or stamped confidential.

Since the three items in question were not part of our bid, we will certainly delete the objectionable information if the Contracting Officer so desires.

If you have any questions or require additional information, do not hesitate to contact me.

Very truly yours,

William H. Zavin II

President

WHZ/blf

MAILING P.O. ADDRESS: POR

P.O. BOX 3109 PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2

PORTLAND, OREGON 97217

PHONE: (503) 285-7557

TWX: 910-464-6107 NORMARINE PTL

5 October 1987

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On Monday, September 28, 1987, I was notified by your office of concerns regarding three items in our offering document. These concerns included NMIW's introduction assumptions regarding Government Furnished Material, Government Furnished Designs, Drawings and Specifications, and the Proprietary Rights provision. All three of these items were not meant to be – nor were part of NMIW's solicitation bid. This additional information (letter of introduction, proprietary clause, introduction, and assumptions) was unsolicited extraneous material that was not required by the solicitation. NMIW provides you with the following comments which will help explain why this material was provided and why I believe it does not in any manner effect our obligation under the solicitation.

On page two of the introduction section of the offering document, NMIW stated in paragraph B.3 that it assumed "the drawings, designs and specifications which have been and are to be provided to NMIW are accurate, current, complete and not ambiguous". As stated above, NMIW did not intend this language to qualify or limit any of its obligations under the contract or solicitation. NMIW has always believed that it is fully bound to perform all of the work required by the specifications. NMIW also believed that this "assumption" did not conflict with any of the contract provisions of prevailing law.

NMIW believes (and therefore inserted its "assumption") that there is an implied warranty by the Government that the plans and specifications provided are not faulty or defective. NMIW logically assumed the Government is responsible for the correctness, adequacy and feasibility of its specifications and plans when the Government prepared the solicitation. Additionally, NMIW believed that the Government's responsibility and implied warranty would not be overcome by a general disclaimer cited on a drawing or within Clause 5, Inspection and Manner of Doing Work, of our Master Ship Repair Agreement. Additionally, in those circumstances where the Government specifically warned the bidders that lengths and/or sizes were not known (such as Solicitation Item 041–88 and the bidders question referring to it), NMIW has attempted to determine the actual length for bid purposes. However, for other specification items, NMIW believes that its assumption is fully consistent with the prevailing law and the solicitation terms and conditions, and in no way qualifies, expands, or limits the duties, responsibilities or obligations of NMIW or the Government.

NMIW also believes that its assumption in paragraph B.2 that the Government furnished material "will be delivered to the Northwest Marine Iron Works' facilities at Swan Island in a timely manner and in the condition and quantities necessary for ship overhaul" is not inconsistent with nor does it qualify the solicita-

tion requirements. Although the Contracting Officer expressed concern over this assumption, the statement is not in conflict with the requirements of the solicitation. In fact, it is totally consistent with those provisions.

Section H-7(a) of the solicitation defines two categories of material: 1) Material which is available at the time of turnover; and 2) material which is unavailable at time of turnover. Material that is available at the time of turnover is to be picked up at the SupShip Long Beach warehouse in Long Beach, California. NMIW's "assumption" was that the Navy would have this material ready for our timely shipment to Swan Island. In fact, we included \$40,000 in the bid for these shipping costs. (I would be pleased to furnish you a copy of the bid breakdown showing this cost). For the material not available at turnover, NMIW assumed that, in accordance with the last sentence of Clause H-7, the Government would ship the remaining material at its expense in a timely manner to our facility.

Accordingly, there is nothing inconsistent with the H-7(a) provisions and the assumptions in our introduction. We merely assumed that the material available would be ready and in a condition that would not delay our shipping. For material not available, we merely assumed that the Navy would furnish and deliver it in a timely manner. Both assumptions are consistent with the solicitation, do not qualify the bid, and are an implied condition recognized for this type of contract.

With respect to the proprietary rights language found on the third page of our offering document, it was certainly not our intent to restrict disclosure of our offer as contained on Standard Form 1411, 33 and Sections B, G-3, G-4, H-20 and K of our offer. We only intended to restrict the disclosure of the introduction background information and assumptions which preceded our offer. That information was provided to explain our company's history of performing similar projects and to describe our pricing approach to this solicitation solely in order to demonstrate our company's capacity to perform the "USS ANCHORAGE" project. We did not intend to restrict, in any manner, the disclosure of our complete offer to perform each requirement of the solicitation.

NMIW firmly believes that its intended use of the proprietary rights clause is apparent on the face of our offer. The offer document clearly separated the introductory material, including the proprietary language, from the solicitation's required forms, and the introductory material was the only information in our document which was not required by the solicitation. We provided it gratuitously. The proprietary rights language refers only to the "data furnished in connection with our proposal". The only "data" furnished in connection with, as opposed to "data" required by the solicitation, is the introductory information relating to our performance capacity. Not one page of the required information is marked or stamped confidential.

Since the three items in question were not part of our bid, we will certainly delete the objectionable information if the Contracting Officer so desires.

If you have any questions or require additional information, do not hesitate to contact me.

Very truly yours,

William H. Zavin II

President

WHZ/blf



#### **DEPARTMENT OF THE NAVY**

#### SUPERVISOR OF SHIPBUILDING, CONVERSION AND REPAIR, USN P.O. BOX 215 PORTSMOUTH, VIRIGNIA 23705

IN REPLY REFER TO

4330 Ser 410R/876

3 0 SEP 1987

Northwest Marine Iron Works 5555 N. Channel Avenue Portland, OR 97217

Re: SOLICITATION N62678-87-B-0203, USS ANCHORAGE (LSD-36)

#### Gentlemen:

I have carefully reviewed the offer submitted by your firm in response to the referenced Invitation for Bids. My review disclosed that your offer imposed certain conditions that would serve to modify the terms of the invitation, limit your firm's liability to the Government and, prevent the public disclosure of your offer. Specifically, the initial page of your offer states that "[t]his data...shall not be disclosed outside the Government..." Additionally, page two of your offer's introduction provides that "Government Furnished Material will be delivered to the Northwest Marine Iron Works facility at Swan Island" while Clause H-7 of the solicitation states that "the contractor will accept delivery of Government Furnished Material...at SUPSHIP Long Beach warehouse...." Also contained on page two is the statement "[t]he drawings, designs and specifications which have been and are to be provided to NMIW are accurate, current, complete and not ambiguous." Section I of the solicitation, Clause 52.217-7104, "Inspection and Manner of Doing Work", provides that "[t]he Government does not guarantee the correctness of the dimensions, sizes and shapes set forth in any job order, sketches, drawings, plans or specifications prepared or furnished by the Government...." Furthermore, various individual specification items provide that "the lengths listed on the referenced drawings are approximate...."

In view of the foregoing and pursuant to Federal Acquisition Regulation 14.404-2, I have determined the offer submitted by your firm to be nonresponsive and your offer is, therefore, rejected.

This confirms the telephone conversation between your Mr. William Zavin II and the undersigned on 28 September 1987.

Sincerely,

W. L. BRANNOCK

Contracting Officer



#### DEPARTMENT OF THE NAVY

#### SUPERVISOR OF SHIPBUILDING, CONVERSION AND REPAIR, USN P.O. BOX 215 PORTSMOUTH, VIRIGNIA 23705

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Sincerely.

W. L. BRANNOCK

Contracting Officer

October 2, 1987

MAILING ADDRESS:

P.O. BOX 3109 PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2

PORTLAND, OREGON 97217

PHONE: (503) 285-7557

> TWX: 910-464-6107 NORMARINE PTL

Supervisor of Shipbuilding Conversion and Repair, USN P.O. Box 215 Portsmouth, Virginia 23705-0215

Attention: Dianne Robinson (Code 410R)

Reference: Soliciation No. N62678-87-B-0203

USS ANCHORAGE (LSD-36) SSP #041-88

Regular Overhaul

Dear Ms. Robinson:

This letter is to clarify our offer submitted on the above referenced solicitation. We have previously submitted numerous price proposals based on two step procurements from NAVSEA. Our documented proposal inadvertently included certain elements of a price proposal with our response to your solicitation number N62678-87-B-0203 which was an Invitation to Bid. These inappropriately included documents are a Statement of Proprietary Rights, a cover letter from me, an index and an introduction. During our telephone conversation on Monday, the 28th, you discussed the Proprietary Rights Statement and two items of concern in the introduction under the Assumptions Section. I wish to categorically state that we had no purposeful intention of including these items you question . The proprietary rights statement should be disregarded in total. The statement regarding the company's assumptions, letter 3 to Designs, Drawings and Specifications is categorically withdrawn. Your specific item in the solicitation is explicit and we intend to comply with it to the letter without exception.

Finally, I wish to categorically withdraw the statement on government furnished material. NMIW has included an allowance in the firm fixed price for pick up and transport to Portland of the government furnished material at your depot in San Pedro as specified in the solicitation.

We deeply regret the inadvertent inclusion of these excess documents in our response to your invitation to bid. Our intent has always been to respond without qualification to the terms and conditions of your Invitation to Bid in Solicitation No. N62678-87-B-0203.

Very truly yours,

William H. Zavin, II President



#### **DEPARTMENT OF THE NAVY**

CIT 5 1977

WITTEN

IN REPLY REFER TO

#### SUPERVISOR OF SHIPBUILDING, CONVERSION AND REPAIR, USN P.O. BOX 215 PORTSMOUTH, VIRIGNIA 23705

4330 Ser 410R/876

3 0 SEP 1987

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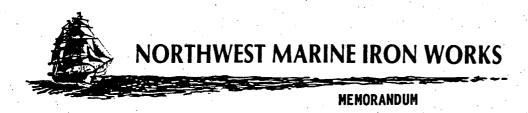
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This confirms the telephone conversation between your Mr. William Zavin II and the undersigned on 28 September 1987.

Sincerely,

W. L. BRANNOCK

Contracting Officer



October 2, 1987

T0:

John Jozwick

FROM:

Bill Zavin

On Monday, the 28th of September 1987, I was contacted telephonically by a gentleman whose name I do not recall, but who indicated he was a representative of the Supervisor of Shipbuilding from Portsmouth, Virginia and he wanted to talk with me about our bid on the USS ANCHORAGE. I indicated I wanted to go get our offering document and have another party join us in the discussions. I obtained our bid documents and had James J. Coleman, Executive Vice President - Operations, Northwest Marine, join me for the telephonic discussion.

Upon reintroduction of the parties to the conversation, the gentlemen who had also indicated a lady from the Contracting Officer's office was with him in the discussion, began. He indicated that he felt a concern about certain items in our offering document. He referred initially to the proprietary rights discussion on the opening page. I indicated to him he could disregard that page, that we would waive any concerns we had on proprietary rights. He then discussed in our introduction on page 2, that they were feeling a concern about the government furnished material assumption we had made in preparing our price. Again, I indicated that if it was of concern that he should not consider it. I also indicated we, indeed, planned to obtain all of the government material in San Pedro as per the solicitation. Finally, he indicated a concern about an apparent conflict between a bidder's question and our assumption, number 3 on Designs, Drawings and Specifications. Again, I indicated that we did not have a concern and it would not affect our bid and he should feel free to disregard that assumption.

He then indicated that on the strength of these three items of concern which he had expressed, he was finding that Northwest Marine's offer on the USS ANCHORAGE was not responsive. He indicated a considerable degree of reluctance in having to say that because it was apparent to him that our offer would have saved the government at least two million dollars on this project. He then expressed his regret over his finding and general discussions followed, at which time I advised him that we would protest his finding and that I wanted to get the name of the person our attorney should contact relative to that process. He indicated that we should contact Mr. Forbes at 804/396-8625. Subsequent to that, you did make contact to Mr. Forbes and we prepared a notice of protest which we delivered by a telefax to the Supervisor to the attention of Diane Robinson.

October 2, 1987

Supervisor of Shipbuilding Conversion and Repair, USN P.O. Box 215 Portsmouth, Virginia 23705-0215

Attention: Dianne Robinson (Code 410R)

Reference: Soliciation No. N62678-87-B-0203

USS ANCHORAGE (LSD-36) SSP #041-88

Regular Overhaul

Dear Ms. Robinson:

This letter is to clarify our offer submitted on the above referenced solicitation. We have been submitting numerous price proposals based on two step requests for proposals from NAVSEA. Our documented proposal inadvertently included certain elements of a price proposal with our response to your solicitation number N62678-87-B-0203 which was an Invitation to Bid. These inappropriately included documents are a Statement of Proprietary Rights, a cover letter from me, an index and an introduction. During our telephone conversation on Monday, the 28th, you discussed the Proprietary Rights Statement and two items of concern in the introduction under the Assumptions Section. I wish to categorically state that we had no purposeful intention of including these items you question. The proprietary rights statement should be disregarded in total. The statement regarding the company's assumptions, letter 3 to Designs, Drawings and Specifications is categorically withdrawn. Your specific item in the solicitation is explicit and we intend to comply with it to the letter without exception.

Finally, I wish to categorically withdraw the statement on government furnished material. NMIW has included an allowance in the firm fixed price for pick up and transport of the government furnished material at your depot in San Pedro as specified in the solicitation.

We deeply regret the inadvertent inclusion of these surplus documents in our response to your invitation to bid. Our intent has always been to respond without qualification to the terms and conditions of your Invitation to Bid in Solicitation No. N62678-87-B-0203.

Very truly yours,

William H. Zavin, II

President



MAILING ADDRESS:

P.O. BOX 3109 PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

PHONE:

(503) 285-7557

# TELECOPIER COVER LETTER

	TITEM S MANE)	Dianne Robin	son, code 410k	
AT (COMPANY)		of Shipbuilding,	Conversion an	d Repair
SENDER'S NAME	Portsmoutr	, Virginia W. H. Zavin	I I - scat	
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IF YOU DID NOT RECEIVE ALL OF AT 503/285-7557, EXT. 551.	OF THE PAGES,	PLEASE CALL DOCUME	NT CONTROL DEF	ARTMENT
WHEN SENDING TELECOPIED MESS	SAGES, PLEASE	CALL 503/240-6600		
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# **NORTHWEST MARINE IRON WORKS**

MAILING P.O. BOX 3109

ADDRESS: PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2

PORTLAND, OREGON 97217

PHONE: (503) 285-7557

TWX: 910-464-6107 NORMARINE PTL

September 29, 1987

Supervisor of Shipbuilding Conversion and Repair, USN P.O. Box 215 Portsmouth, Virginia 23705-0215

Attention: Dianne Robinson (Code 410R)

Reference: Solicitation No. N62678-87-B-0203

USS ANCHORAGE (LSD-36) SSP #041-88

Regular Overhaul

Dear Ms. Robinson:

This letter is to inform you that Northwest Marine Iron Works intends to file a bid protest for this solicitation.

Sincerely,

William H. Zavin,

President

cc: John Jozwick, Taylor & Hintze File

# INDEX

# USS ANCHORAGE (LSD-36)

# CONTRACT PRICE PROPOSAL SOLICITATION NO. N62678-87-B-0203

- Introduction
- Standard Forms 1411 and 33
- Sections:
- B Supplies/Services and Prices
- G-3 Payment Address
- G-4 MSR Agreement/Agreement for Boat Repair Number
- H-20 Milestones
- K Representations, Certifications and Other Statements of Offerors
- Drydock Certification

### INTRODUCTION

The following information and assumptions form the basis for the estimated cost reflected in the enclosed Cost Proposal for USS ANCHORAGE (LSD-36).

#### A. INFORMATION

#### 1. PLACE OF PERFORMANCE

The contract will be performed at the Swan Island facilities of Northwest Marine Iron Works. These facilities are located at:

Northwest Marine Iron Works 5555 N. Channel Avenue Portland, Oregon 97217 Phone: (503) 285-7557

#### 2. GOVERNMENT AUDITORS

Audit of Northwest Marine Iron Works is performed by:

Defense Contract Audit Agency 620 S.W. Main Street, Room 206 Portland, Oregon 97205 Phone: (503) 221-2800

#### 3. CONTRACT ADMINISTRATION

Contracting Officer:

Supervisor of Shipbuilding, Conversion and Repair, USN P.O. Box 215 Portsmouth, Virginia 23705-0215

#### 4. PERIOD OF OFFER

This offer is valid for one hundred twenty (120) days from date of this offer.

#### 5. CONTRACT TYPE

Contract to be awarded will be a Firm Fixed Price Contract or as negotiated with the Government.

#### 6. PERIOD OF CONTRACT PERFORMANCE

The period of contract performance is to be from date of award to completion of production as set forth by the terms of the awarding contract.

#### **INTRODUCTION - Page 2**

#### B. ASSUMPTIONS

The following assumptions have been used in estimating and formulating cost:

#### 1. COST REALISM

Our price and technical proposals have been formulated in such a manner to ensure that they are both reasonable and realistic. We have carefully examined the cost returns obtained from our recent Navy ship overhauls. These cost returns, based on current experience and appropriately adjusted for our learning curve, are incorporated in the data base of our estimates for this solicitation. The prices in this proposal also incorporate the cost returns and knowledge gained from other current contracts in hand.

#### 2. GOVERNMENT FURNISHED MATERIAL

The Government Furnished Material will be delivered to the Northwest Marine from Works facilities at Swan Island in a timely manner and in the condition and quantities necessary for ship overbaul.

#### 3. DESIGNS, DRAWINGS AND SPECIFICATIONS

The drawings, designs and specifications which have been and are to be provided to NMIW are accurate, current, complete and not ambiguous.

#### 4. SHIP'S AVAILABILITY

The ship will be available for production as set forth by the terms of the awarding contract.

#### C. RESPONSIBLE NMIW PERSONNEL

#### 1. CONTRACT NEGOTIATIONS

Contract negotiations on behalf of NMIW will be performed by:

Bob Gavin (503) 285-7557

#### 2. ACCOUNTING

The accounting for costs on subject contract will be performed by Ted Sharp (503) 285-7557.

Mr. Forles

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NSN 7540\_01\_152\_8064 PREVIOUS EDITION NOT USABLE STANDARD FORM 33 (PEV. 4-EL)
Prescribed by GSA FAR (4E CFR) 53.214(c)

PAGE 2 OF 56

#### ADVERTISED (IFB)

#### SECTION B - SUPPLIES/SERVICES AND PRICES

<u>Item</u>			Description	Price
0001		Prepare ( Overhaul (LSD-36)	\$ <u>14,368,680</u>	
		0001AA	Repairs D & F Alts (TYCOM)	\$ <u>11,301,23</u> 6
		0001AB	"K" Alts (NAVSEA)	<b>\$</b> 2,936,540
		0001AC	Messing and Berthing	\$ 130,904
		0001AL	"ORD" Alts (NAVSEA)	Deleted by <u>\$Amend 000</u> 3
	•			
0002		List (CDI	Item 0001. See Contract Data R RL), Exhibit A. Price for appli included in the price for each	cable data
0003		0001. Se	ning technical Documentation (PT ee CDRL, Exhibit B. Price for a to be included in the price for	pplicable

CLIN TOTAL shall be equal to the sum of all SUB-CLIN Totals.

The following Work Item Specifications costs must be shared by NAVSEA and the TYCOM in proportion to the amount of work being accomplished for each SUB-CLIN. Prorated charges assigned to NAVSEA should be included in SUB-CLIN 0001AB. Prorated charges assigned to the TYCOM should be listed under SUB-CLIN 0001AA.

Prorated Items 041-10-001 Guarantee Engineer; Provide 043-10-001 Ship Departure Report; Provide

All other unique alterations, NAVSEA Standard Items, and Class Standard Items should be charged to SUB-CLIN 0001AA entitled D&F Alterations.

#### PAGE 3 OF 56

The Contractor shall indicate below the manhour reservation rate to be used in evaluation of the contractor's proposal and also to be used for negotiating changes as required by the clause entitled "Additional Government Requirements." This rate shall be the rate for pricing changes negotiated under the "Additional Government Requirements" clause up to the maximum manhours specified therein.

ADDITIONAL GOVERNMENT REQUIREMENTS MANHOURS RESERVATION RATE \$20.00

Because an offeror's accounting system may include production support and other costs as either direct or indirect related charges, depending on the particular offeror, each offeror is required to show the composition of its proposed manhour reservation rate for the 72,000 manhour reservation for production hours of growth work, ir accordance with its accounting system, as indicated below. The rate proposed, and costs included in its composition, shall be in accordance with the offeror's disclosure statement or accepted accounting system, as appropriate.

By definition, there are 8 hours in a manday. Therefore, 9,000 mandays equates to 72,000 manhours.

The Contractor's proposed hourly rate shall be a weighted average to cover the entire effort, all direct and indirect charges, burdened to include, but not limited to the following: overhead, general and administrative, quality control, supervision, support functions, facilities capital cost of money and profit, for both the prime contractor and subcontractors selected by the prime contractor. The proposed hourly rate will not be used to price work which may be directed to a subcontactor by name in the work specifications. Material costs shall not be included in the rate. The contractor is required to include in its proposed hourly rate any overtime premium, and delay and disruption dollar costs to accomplish these additional requirements as the contractor's business judgement dictates. Pay for personnel traveling to and from the job site shall be included in the contractor's proposed rate, if required.

#### MANHOUR RESERVATION RATE PREAFFOUN

72,000 \$18.86 direct production burdened rate for total dollars all additional for reservation m/h growth production m/h charges for required of 72,000 support labor production (whether direct, or manhours indirect), not included in burdened rate

Total dellars for reservation +  $\frac{72,000}{(m/h \text{ growth})} = \frac{$20.00}{m/h \text{ reservation rate}}$ 

SOLICITATION W.	. 14476742

PAGE 8 OF 56

#### SECTION G - CONTRACT ADMINISTRATION DATA

C-:	COMPLACT	ADMINISTRATICE:	DATA

- e. Verk under this contract shall be under the cognizance of the Supervisor of Shipbuilding, Conversion and Repair, USN, designated at the time of contract award.
- b. The Contract Administration Office is the designated Supervisor of Shipbuilding, Conversion and Pepair, USN.

## G-1 CONTEACT ADMINISTRATION/PUFCHASING OFFICE REPRESENTATIVE

E. Contract Administration Office Popresentative

RAM:

TELEPHONE:

(Provided at Contract Award)

ADDRESS:

b. Purchasing Office Representative

NAME: PROCUREMENT OFFICE (Code 410)

TELEPHONE: (304)396-7664 or 7768

AIFFESS: P. C. Box 215, Portsmouth, VA 23705-0215

#### G-3 PAYMENT ADDRESS

		s shall. 1	indicate	pelow.	the addre	ss to w	hich pa	yment	should	he
mail	No	orthwest			rks	•				
	5.5	555 N. C	nannel Av	/enue						
	Po	ortland,	Oregon	97217					·	
								ſ		

# G-4 MSR AGREEMENT/AGREEMENT FOR BOAT REPAIR NUMBER:

Offerors shall indicate below the number of their MSR AGREEMENT/AGREEMENT for BCAT REPAIR, if currently held.

£.	MSE ACFEEME	NT NO.		N00024-85-H-8197		
		25.			N00024-85-H-8697	
Ъ.	AGREEMENT F	OR BOA	T REPAIR	NO.	110005 4-03-11-0037	

### IACE 22 OF 56

(b) In addition to the foregoing precautions, the Contractor shall provide such additional safeguards as may be required or approved by the Contracting Officer for the protection of its plant and the work in process under this contract against espionage, sabotage, and enemy action. The cost to the Contractor of all safeguards so required or approved shall, to the extent allocable to this contract, be reimbursed to the Contractor in the

same manner as if the Contractor had furnished such safeguards pursuent to a change order issued under the clause of this contract entitled "CHANGES". Such cost shall not include any allowance or account of overhead expense, except shop overhead charges incident to the construction or installation of such devices or equipment.

(c) Upon payment by the Government of the cost to the Contractor of any device or equipment required or approved under paragraph (b) of this clause, title thereto shall vest in the Government, and the Contractor shall comply with the instructions of the Department respecting the identification and disposition thereof. To part or item of any such devices or equipment shall be or become a finiture by reason of affixation to any realty not owned by the Government.

### H-20 MILESTONES

(a) The Contractor shall submit with his offer dates for the successful accomplishment of the following major milestones for each ship:

Milestone Ivent	Date
Aveilability Start Date (Not Later Than A + 0)	18 Jan 88
Crew Move Ashore (Not Later Than A + 7)	25 Jan 88
Start of Cos Freeing (Not Later Than A + 0)	18 Jan 88
Completion of Initial Gas Freeing (Not Later Than A + 18)	05 Feb 88
Complete Combat System Removals (Including Cables and Foundations) (Not Later Than A + 32)	19 Feb 88
Complete Boiler SOI (Not Later Than A + 30)	17 Feb 88
Docking (Not Later Than A + 53)	12 Feb 88
Undocking (Not Later Than C - 130)	08 Feb 88

### PAGE 23 OF 56

Start Contractor's Engine Room Inspection (CERI) (Not Later Than SPATO - 30)	03 May 88
Completion of Boiler Work (Not Later Than SPATO - 1)	01 Jun 88
Make available all support services temporary or ship's installed systems for stage 3 testing accomplishing Combat Systems growning (Not Later Than CBSTP - 1)	10 May 88
Complete Combat System Repairs/Installations (Not Later Than C - 91)	17 May 88
Completion of Work in Machinery Spaces (Machinery Space Turnover) (Not Later Than C - 75)	02 Jun 88
Completion of CHT Work (Not Later Than CREW MOVE ABOARD - 1)	20 May 88
Crew Move Aboard Ship (Not Later Than SPATO - 12)	21 May 88
Complete Combat System Equipment Level Operational Testing (Stage 3) (Not Later Than C - 49)	28 Jun 88
LOE (Not Later Than C - 60)	17 Jun 88
Complete Combat Intra-System Testing (Stage 4) (Not Later Than C - 35)	12 Jul 88
Complete Combat System Inter-System Testing (Stage 5) (Not Later Than C - 25)	22 Jul 88
Complete ships' installed systems (electrical power, dry sir. water, mirconditioning, etc., to support intergration and confliction of Combat Systems Testing for Stage 4	· .
(Not Later Than CBSTP - 1)	03 May 88
Dock Trials (Not Later Than C - 16)	31 Jul 88
Fast Cruise (Not Later Than C - 9)	07 Aug 88
Sea Triels (Not Later Than C - 7)	09 Aug 88
Complete Combat System Special Testing (Stage 6 and 7) (Not Later Than C - 7)	09 Aug 88

### FACE 24 OF 56

Completion of Combat Systems Integrated Test Programs (CSITF) with designated certifications (Not Later Than C=7)

09 Aug 88

Availability Completion Date (Not Later Than C - 0)

16 Aug 88

SPATC = Complete Work in Machinery Spaces CESTF = Combat System Test Program

- (h) The Contractor shall successfully accomplish the major milestones prior to the dates listed above.
- (c) If any milestone event is not accomplished by the date listed, and the failure to accomplish any such milestone event does not arise from a cause beyond the control and without the fault or negligence of the Contractor or a subcontractor, such failure may be deemed to constitute a failure to perform this contract in accordance with its terms within the meaning of subparagraph (a) (1) of the clause of this contract entitled "Default."
- (d) The foregoing milestone event dates are based on the assumption that the Government will make award by 18 December 1987. Each milestone date set forth shove will be extended by the number of calendar days after the above date that the job order is in fact awarded.
- (e) Failure to provide milestone dates for the above events or providing dates later than those specified above (e.g. Not later than C=7) may cause the offeror to be found non-responsive.

### H-21 TUG AND PILCT SERVICES

Unless otherwise specified in the specifications the Contractor shall be required to provide necessary tugs and pilot services to move the ship from the fairway of the plant to the pior or dock, and upon completion of all work from the pier or dock, to the fairway of the plant.

### H-22 DRYDOCK CERTIFICATION (Rev. 07/14/86)

When required by the drydocking specification item, the drydocking of this vessel shall be accomplished only in a drydock certified in accordance with MIL-STD-1625 A/F(SF). Offerors who do not have a suitable drydock certified by NAVSEA in accordance with MIL-STD-1625 A/B(SH) at the time of bid opening shall be determined non-responsible.

PAGE 36 OF 56

### ADVERTISED (IFB)

### PART IV REPRESENTATIONS AND INSTRUCTIONS

SICTION K - REPRESENTATIONS, CFFTIFICATIONS AND OTHER STATEMENTS OF OFFEROLS

### 1. 52.203-2 CERTIFICATE OF INDEFENDENT PRICE DETERMINATION

- (a) The offeror certifies that--
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be browingly disclosed by the offerer, directly or indirectly, to any other offerer or competitor before bid opening (in the case of a formally advertised solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the officer to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

  (b) Each signature on the offer is considered to be a certification by the signatory that the signatory—
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) throught (a)(3) above; or
- (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above

William H. Zavin II President

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

### PAGE 37 OF 56

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and vill not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.
- 2. 52.203-4 CONTINGENT FEE RÉPRESENTATION AND AGREEMENT (APR. 1984)
  - (a) Representation. The orderer represents that, except for full-time bone fide employees working solely for the offerer. the offerer--

(Note: The offeror must check the appropriate boner. For interpretation of the representation, including the term "bone fice engloyee," see subpart 3.4 of the Federal Acquisition Regulation.)

- (1)  $\frac{1}{x}$  has,  $\frac{1}{x}$  has not employed or retained any person of company to solicit or obtain this contract; and
- (2) / / has, / XX has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission percentage, brokerage or other fee contingent upon or resulting from the award of this contract.
- (b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer—
- (1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or
- (2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, representing that the prior SF 119 applies to this offer or quotation.

October 2, 1987

T0:

John Jozwick

FROM:

Bill Zavin

On Monday, the 28th of September 1987, I was contacted telephonically by a gentleman whose name I do not recall, but who indicated he was a representative of the Supervisor of Shipbuilding from Portsmouth, Virginia and he wanted to talk with me about our bid on the USS ANCHORAGE. I indicated I wanted to go get our offering document and have another party join us in the discussions. I obtained our bid documents and had James J. Coleman, Executive Vice President - Operations, Northwest Marine, join me for the telephonic discussion.

Upon reintroduction of the parties to the conversation, the gentlemen who had also indicated a lady from the Contracting Officer's office was with him in the discussion, began. He indicated that he felt a concern about certain items in our offering document. He referred initially to the proprietary rights discussion on the opening page. I indicated to him he could disregard that page, that we would waive any concerns we had on proprietary rights. He then discussed in our introduction on page 2, that they were feeling a concern about the government furnished material assumption we had made in preparing our price. Again, I indicated that if it was of concern that he should not consider it. I also indicated we, indeed, planned to obtain all of the government material in San Pedro as per the solicitation. Finally, he indicated a concern about an apparent conflict between a bidder's question and our assumption, number 3 on Designs, Drawings and Specifications. Again, I indicated that we did not have a concern and it would not affect our bid and he should feel free to disregard that assumption.

He then indicated that on the strength of these three items of concern which he had expressed, he was finding that Northwest Marine's offer on the USS ANCHORAGE was not responsive. He indicated a considerable degree of reluctance in having to say that because it was apparent to him that our offer would have saved the government at least two million dollars on this project. He then expressed his regret over his finding and general discussions followed, at which time I advised him that we would protest his finding and that I wanted to get the name of the person our attorney should contact relative to that process. He indicated that we should contact Mr. Forbes at 804/396-8625. Subsequent to that, you did make contact to Mr. Forbes and we prepared a notice of protest which we delivered by a telefax to the Supervisor to the attention of Diane Robinson.

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October 2, 1987

T0:

John Jozwick

FROM:

Bill Zavin

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b;#2

### CARVEY, SCHUBERT & BARER

A PARTHERSHIP OF PROFESSIONAL CORPORATIONS

SEATTLE
TENTH FLOOR
OUT WESTERN AVENUE
SEATTLE, WASHINGTON 98:04
(208) 464-3939

FIFTH FLOOR IQOO POTOMAC STREET N.W. WASHINGTON, D.C. 20007 (202) 965-7880 PORTLAND
SUITE 2650
(211 S W. FIFTH AVENUE
PORTLAND, OREGON 97204
(503) 228-3939

TELEX: 497-0497 (LEX DC)

TELEÇOPIER (202) 965-1729

PLEASE REPLY TO WASHINGTON, D.C. OFFICE

### MEMORANDUM

TO:

Jim Beall

FROM

Pat Wilson

DATE:

September 24, 1987

RE:

Anchorage Bid Opening by SUPSHIPS, Portsmouth, VA,

September 23, 1987

Bids, listed in order of opening, were as follows:

WIMWN

Bid

\$14,368,680

Man Hour Rate

\$20/hr

Foreseeable costs

• 7

Continental Maritime Industries

Bid

\$16,736,124

Man Hour Rate

\$33.50

Foreseeable costs

\$31,177

Service Engineering

No Bid

Todd - San Pedro

No Bid

Southwest Marine - San Pedro

Bid

\$17,480,692

Man Hour Rate

\$20.00

Foreseeable costs

\$6,714

National Steel & Shipbuilding - San Diego

Bid

\$17,401,215

Man Hour Rate

\$36.00

Foreseeable costs

\$12,843

Todd Pacific - Seattle

Bid

\$15,971,785

Man Hour Rate

\$35.50

Foreseeable costs

\$83,594



MAILING

P.O. BOX 3109

ADDRESS: PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2

PORTLAND, OREGON 97217

PHONE: TWX:

(503) 285-7557

910-464-6107 NORMARINE PTL

18 September 1987

Supervisor of Shipbuilding Conversion and Repair, USN Building 15 NNSY Code 410 - Dianne Robinson Portsmouth, Virginia 23705-0215

Dear Sir:

On behalf of our superb Northwest Marine Iron Works team, I am pleased to present our proposal for the regular overhaul of the USS ANCHORAGE (LSD-36). I have thoroughly reviewed this proposal and am confident that it represents the best approach for accomplishing the specified work scope.

We have a long history of successfully accomplishing complex and difficult new construction, alteration and repair projects. We have consistently redelivered combatants to the Government well ahead of schedule with highest quality. Based on our history and the excellent outcome of the USS DULUTH (LPD-6) project, I am confident of our ability to accomplish this large modernization project in a like manner. The USS ANCHORAGE (LSD-36) overhaul meshes extremely well with our plans and project work schedule. We have the facilities, personnel, and management tools in excess of that which is required for this project. We have in place, the latest automated project tracking and management systems which are required for this project. Our system will produce all reports necessary to keep SupShip and the Commanding Officer fully abreast of cost and schedule status.

The team of people who developed this comprehensive proposal is the same team who will manage the overhaul. This team recently performed in a superior manner on the overhaul of the the USS DULUTH (LPD-6). Our approach to proposal generation has achieved the total commitment to the proposal by all of our key management and production personnel. This practice assures me that this project will be completed on time with superior quality.

# OR SAFETY CERTIFICATION Port of Portland

# Portland, Oregon Floating Dry Dock No. 1 (YFD-69)

ON THE BASIS OF A MAINTENANCE PROGRAM AUDIT CONDUCTED 4-7 FEBRUARY 1986. NAVAL SEA SYSTEMS COMMAND HAS DETERMINED THAT FLOATING DRY DOCK NO. 1 (YFD-69). LOCATED AT PORT OF PORTLAND, PORTLAND, OREGON, MEETS THE SAFETY CRITERIA OF MIL-STD-1625A(SH) AND MIL-HDBK-257(SH) AND XIS CONSIDERED ADEQUATE TO DRYDOCK U.S. NAVY SHIPS.

THE MAINTENANCE PROGRAM PROVIDES FOR CONTINUOUS CERTIFICATION IN ACCORDANCE WITH

OPERATIONAL RESTRICTIONS: 12,247 long tons with a minimum

freeboard of 18 inches at the pontoon deck as specified in NAVSEA letter 11420 Ser 0705/100 dated: 26 March 1986

R. M. MACGREGOR

DIRECTOR

FACILITIES AND EQUIPMENT DIVISION BY DIRECTION OF THE COMMANDER

# OR SAFETY CERTIFICATION Port of Portland

# Portland, Oregon Floating Dry Dock No. 3

ON THE BASIS OF A MAINTENANCE PROGRAM AUDIT CONDUCTED 4-7 FEBRUARY 1986. NAVAL SEA SYSTEMS COMMAND HAS DETERMINED THAT FLOATING DRY DOCK NO. 3, LOCATED AT PORT OF PORTLAND, PORTLAND, OREGON, MEETS THE SAFETY CRITERIA OF MIL-STD-1625A(SH) AND MIL-HDBK-257(SH) AND IS CONSIDERED ADEQUATE TO DRYDOCK U.S. NAVY SHIPS.

THE MAINTENANCE PROGRAM PROVIDES FOR CONTINUOUS CERTIFICATION IN ACCORDANCE WITH

OPERATIONAL RESTRICTIONS: 17,000 long tons with a minimum preeboard of 18 inches at the pontoon deck as specified in NAVSEA letter 11420 Ser 0705/101 dated:

DIRECTOR

R. M. MACGREGOR

FACILITIES AND EQUIPMENT DIVISION BY DIRECTION OF THE COMMANDER

# ORY OCK SAFETY CERTIFICATION Port of Portland

Portland, Oregon Floating Dry Dock No. 4

ON THE BASIS OF THE PORT OF PORTLAND FACILITY CERTIFICATION REPORT DATED APRIL 1985, NAVAL SEA SYSTEMS COMMAND HAS DETERMINED THAT FLOATING DRY DOCK NO. 4, LOCATED AT PORTLAND, OREGON, MEETS THE SAFETY CRITERIA OF MIL-STD-1625A(SH) AND IS CONSIDERED ADEQUATE TO DRYDOCK U.S. NAVY SHIPS.

OPERATIONAL RESTRICTIONS: 56,000 long tons (LT) with a KG

of 41.0 feet or less and with a minimum freeboard of 18 inches at 1 M. MACGREGOR the pontoon deck as indicated in DIRECTOR A

NAVSEA Letter 11420 Ser 07042/238 FACILITIES AND EQUIPMENT DIVISION

April 1990

dated: 29 July 1986

CERTIFICATION EXPIRES:

28 September 1987

### MEMORANDUM

To: B. Zavin

G. Miller

J. Coleman

L. Mills

B. Gavin

T. Howell

B. Birch

D. Nugent

N. Poissot

T. Howell

D. Taylor

D. Stevens

B. Huget

T. Saunders

J. Carrie

R. Taylor

H. Scroggins

From: Jerry McMurry

Subj: ANCHORAGE PRE-AWARD SURVEY

- 1. The ANCHORAGE pre-award survey is scheduled for Thursday, 1 October 1987.
- 2. Please join at 1500 on Monday 28 September 1987 in the After Conference Room for a brief meeting to discuss the pre-award survey.

SULICTIATION	NU.	100	

PAGE 50 OF 56

### L-18. INSPECTION OF VESSEL:

(a) Offerors should visit the vessel(s) and take such other steps as may be reasonably necessary to ascertain the nature and location of all work to be performed, and conditions which can affect such work or the cost thereof.

Tailure to do so will not relieve the offerer from responsibility for estimating properly the difficulty or cost of successfully performing the work.

- (b) The vessel will be available for inspection as follows: At the U. S. Kaval Station, Long Beach, CA on 20 July 1987 through 31 July 1987.
- (c) Arrangements for inspection may be made by communicating with Chief Engineer (213) 547-6721.
- (d) Offerors' representatives inspecting the vessel will be subject to security, safety, and other applicable regulations established by the activity at which the vessel is located and by the Commanding Officer of the vessel. The Government will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents unless included in the solicitation, the specifications, or related occuments.

### I-19. SERVICE OF PROTEST (JAN 1985):

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, shall be served on the Contracting Officer by obtaining written and dated acknowledgement of receipt from:

Name: W. L. Brarreck (Code 401)
Telephone: (804) 356-7664/7768
Address: P.O. Box 215, Portsmouth, VA 23705-0215

### L-20. SUBMISSION OF PREAWARD INFORMATION:

When requested by the Contracting Officer, Offerors shall submit within 3 days after such request, any or all of the pre-award information outlined in (a) through (k) below to the Contracting Officer and/or his representative. Information outlined in (a) through (b) is also to be provided for each subcontractor. The offerors shall provide any other additional data requested by the Pre-Award Survey Team.

### (a) Management Organization

(1) Organization Chart. The chart is to show each management, technical, engineering and production position from the highest company level to the lowest supervisory level. Attached to the

### SOLICITATION NO. <u>N62678-87-B-0203</u>

### PAGE 51 OF 56

chart are to be descriptions of each position shown fully describing the duties, responsibilities, authority and rames of the individuals filling the positions. If the company has offices or plants in other areas outside the geographical cognizance of SUPSHIP Portsmouth, the organizational chart must represent the facility that will submit bids and perform the work.

- (2) List of corporate affiliations and any other corporate divisions or subsidiaries.
- (3) List of Items with rationale that offeror's management feels will be a controlling factor in meeting delivery schedule dates.
- (4) Description of how the offeror will coordinate, control, interface and progress work (including that of sub-contractors).

### (b) Production Manning/Hanning Curves

- (1) Manning schedule by specification item, showing shift work and premium time aboard ship and in shop.
- (2) Trade manning curves for the subject solicitation and all other projected work. Averages are not acceptable for any period greater than one (1) week in the curves. Include Cuality Assurance, Inspection, Test and Checkout Personnel.
- (3) Composite manning curves showing manning for all work (by ship or contract) during the contract performance period. Averages are not acceptable for any period greater than one (1) week in the curves.
- (4) Number of production employees currently onboard broken down by trade category and skill level.
- (5) Hiring and training plans to obtain any needed employees or statement that the contractor possesses sufficient labor at the necessary skill levels to perform all work detailed by the solicitation.
- (6) Statement of impact of work required under this solicitation on other work to which the offeror is committed and the impact the other work to which the offeror is committed will have on the work required under this solicitation.

SOLICITATION	No.	to see the second

PAGE 52 OF 56

### (c) Facilities

- (1) Submit a berthing plan showing where the ship and auxiliary craft (such as berthing barge) will be berthed in the contractor's plant during the cutire overhaul. The berthing plan must include a vater depth sounding chart and capacity of services available to meet specification requirements. The water depth sounding chart is to show the date the soundings were taken.
- (2) Proposed docking/undocking schedule. Include docking schedules of other work anticipated during the relative time frame utilizing the same drydock/railway.
- (3) List other ships berthed during the availability of this solicitation.
- (1) Provide a copy of current certification signed by an independent certifying authority of the weight handling capacity of the crane, derrick, railway, travel lift or drydock proposed for docking this vessel.
- (5) Resume of the contractor's dockmaster who will dock/undock the vessel for this solicitation.
- (6) Pescribe the plan for acquiring any facilities required by the specifications that are not available in-house (or pre-committed) at the time of submission of the offer.
- (7) State location where (a) messing and/or. (b) berthing of ship's force will be accomplished. Include intended dates for removal/return of ship's force from/to the ship.
- (8) Provide a list of special equipment, tools and facilities required for this solicitation. Indicate whether the equipment, tools and facilities are owned by the offeror, a proposed subcontractor or are to be obtained through some other source (identify the source and the arrangements made to obtain them, including the date(s) that it will be available for use).
- (9) Provide a plan for the supply of electricity, steam and water to the ship in the event of loss of any of these services for a period in excess of 4 hours.
- (10) Provide a copy of a "Heavy Weather Plan" that meets the requirements of NAVSEA Standard Item OCG-69 (FY-87) and that will be used to meet the requirements of Clause H-10 entitled Fretection of The Ship(s) During Adverse Environmental Conditions.
- (d) Contractor Furnished Materials

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(1) List of long lead time contractor and sub-contractor furnished material, including delivery dates for each and the arrangements made for their receipt in time to meet the delivery schedule of the vessel.

### (e) Sub-Contractors

- (1) A list of all proposed sub-contractors, by specition, the nature and extent of work to be sub-contracted (if less than the total specition), work schedules and completion dates. The Contracting Officer shall be advised innectiately in writing via the cognizant Supervisory Ship Surveyor of any changes after job order award.
- (2) Resume of proposed subcontractor's experience/qualifications/past association for each applicable work item.
- (3) Describe the offeror's past association with each proposed subcontractor. Provide "quality data trends" of each proposed subcontractor.
- (4) Indicate the location at which work will be performed by sub-contractors and the cognizant subcontractor personnel to contact relative to progress, work status, material status and inspection/check point requirements.

### (f) Key Event, Milestone, and Controlling Work Item Schedules

- (1) Develop and furnish a Key Event or Milestone Schedule for the accomplishment of an orderly and systematic production program for this solicitation. Develop a schedule of all controlling work items. This schedule should include, but not be limited to, all work items in excess of 100 mandays or 30 calendar days, and key events or milestones such as docking, undocking, crew move ashore, crew move aboard, electronics systems checkout, completion of LOE related work, dock and sea trials, GFM required dates and contractor material ordering schedules. Include start and completion dates for each. Subcontractor work is to be integrated into this schedule.
- (g) Contract Data Requirements (DD Form 1423)
- (h) Confirmation of Offer
  - (i) A breakdown showing the total price of each specification item listed in the solicitation shall be submitted to SUPSEIP Portsmouth.
  - (j) Small Business and Small Disadvantaged Business Subcontracting Plan

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(k) Provide a line of credit letter. The amount will be specified by the Contracting Officer at the time the line of credit letter is requested.

APPENDIX B EXPANDED DEFINITIONS

### MANAGEMENT AND TECHNICAL GROUP

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### A. Management Organization and System

### 1. Organization (Corporate)

JIM COLEMAN BILL ZAVIN

- Obtain copy of organizational chart. Include with topic report as Attachment Al-1.
- Review corporate organization structure for balance and placement of key organization element, i.e., QA, production, engineering, material, etc.
- Determine if lines of authority are clear, decision making points established and the relationship of functional and staff organizations identified.
- Review position descriptions for completeness and consistency with operating requirements.
- Review key position incumbents' credentials in relation to position requirements.
- Obtain information for completing DD Form 1524-1, sections I and II.

BILL ZAVIN

### 2. Corporate Affiliations

- Determine organizational relationship with parent company corporation, if any, and with other corporate divisions or subsidiaries. If none, so state.
- Determine degree of shipyard's management autonomy.
- Ascertain the corporate chain of command.

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3. Management Information and Control Systems

- Review existing systems and associated documentation, and/or plans for implementation, and relate to the requirements for managing the proposed ship work.
- Determine where in the shipyard organization the responsibility for control of these systems resides.

APP B-A1

### TL305-AA-MAN-010

APPENDIX B EXPANDED DEFINITION

- Ascertain if the objectives for each system are clearly stated.
- Assess effectiveness of the existing systems in meeting the stated objectives.
- Determine if systems provide timely problem identification to management and facilitates rapid initiation and control for corrective actions.

JIM COLEMAN!

LEBON MCMOREY

Management Understanding of Solicitation

- Discuss the solicitation with the prospective contractor's management personnel to assure that they understand its requirements, including its technical aspects.
- Determine extent of management's knowledge of new and/ or the more complex and controlling requirements for the proposed ship work.
- Determine if management is aware of schedule, facility, material and manpower requirements.

### 5. Master Scheduling

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(Master Scheduling - The function of combining all schedules; such as production, material, testing, design, etc. into a more composite schedule for the complete job order or acquisition program.)

- Identify the organization element responsible for schedule integration (master scheduling).
- Review current and projected schedules with regard to possible facility or manpower constraints on production performance.
- Ascertain if management actively reviews master schedules, if the schedules are maintained current and if performance is progressed against them.
- Determine frequency of revision/issue.

APP B-A2

### TL305-AA-MAN-010

JEDAY MCKUPAY

### Surge Responsiveness/Capability

Review plans or procedures employed by management to respond to short term, relatively large amounts of unplanned additional work requiring almost instantaneous manpower availability.

### 7. Security Clearance/Industrial Security

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(Security Clearance - The security clearance held by the prospective contractor's organization and facility, granted by a cognizant Government agency.)

(Industrial Security - The physical security provided for the prospective contractor's facilities and for all property, including both hardware and software therein. Industrial Security Audits and Clearances are provided by a cognizant Government agency.)

- Review facility security clearance for level, source and current status.
- Investigate status of compliance with requirements for safeguarding classified information and equipment.
   Review latest audit report on industrial security by a cognizant Government agency.
- Review internal procedures to ensure compliance with the requirements for safeguarding of material both in the shipyard and at other sites. Include procedures for controlling access to classified materials by foreign nationals employed by the prospective contractor or by the crews of foreign ships in the shipyard.
- Ensure security clearance is the proper level, i.e., confidential, secret, etc., for proposed ship work.

### 8. Fast Performace

 Obtain information and data from SUPSHIP, other Navy and commercial sources and shippard records on the past performance of the management organization and of key personnel.

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### TL305-AA-MAN-010



### B. Labor Relations/Employment Practices

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### 1. Organization and Personnel

- Identify the organization element responsible for human resources and its place in the corporate organization
- Review shippard policies and procedures for encouraging employee improvement, morale and retention.
- Review supervisory level position descriptions and incumbent credentials for compatability.
- 2. Past Employment and Hiring Experience
  - Review employment and hiring records, noting highest levels over past two years, absentee rates, retention capability, recall results, attrition rates, and ability to rapidly increase the work force.
- 3. Hiring Plans
  - Are there enough skills and personnel on board to properly complete the proposed ship work?
  - Discuss plans for acquiring the skilled labor necessary for the proposed work and other projected work. If work is to be subcontracted, check the qualifications of the subcontractor's skills and personnel.
  - Assess the plan for realism and achievability.

### 4. Labor Market

- Obtain data concerning the local labor market, including availability of labor by craft and skill levels.
- Relate this information to shipyard requirements.
- Determine if the labor market will remain relatively stable during the period of the program.

APP B-B1

### TL305-AA-MAN-010

Ascertain if other companies in the area competing for the same skills are expecting increases or decreases in labor force.

### 5. Training Programs

- Review formal and informal training programs for new hires, production and white collar employees, supervisors, and management personnel.
- Identify schedule frequency and content of training programs.
- Discuss any special training planned in relation to organization requirements for supporting the proposed work.

### 6. Employee Relations

- Identify all union affilations and the status of their contracts. Obtain information for DD Form 1524-1, section III, parts 3 and 4.
- Review policies governing employee benefits, disciplinary actions, lay-off procedures, etc.
- Review programs for improving the management relationship with the work force.
- Review grievance records, any trends and the policies and procedures for acting on employee grievances.

### 7. Indirect Labor Resources

- Identify and quantify in terms of numbers, skills/discipline and skill/discipline levels, the requirements for indirect labor (non-production) in the supporting service functions; e.g., QA, material, engineering, accounting,
- Review the sources of new hires for adequacy to fill anticipated requirements for indirect labor.

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### 8. Affirmative Action Plan

- Review latest audit report or confirmation of acceptability of the prospective contractor's Affirmative Action Plan.
- Review record for any citations on non-compliance with EEO requirements.

APP B-B3

### TL305-AA-MAN-010

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### C. Technical (Design) Organization and Personnel

### 1. Organization

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- Identify the organization element responsible for technical support of the shippard and its place in the corporate structure.
- Can the organization element effectively perform its function at this place in the corporate structure.
- Review supervisory position descriptions and the credentials of incumbents for performing engineering and technical support functions.

### 2. Workload/Work Force (By Discipline)

- Review current and projected technical manpower requirements for each discipline to support the proposed ship work and other similar manpower needed for projected concurrent work.
- Determine ability to accommodate program technical requirements with current work force.
- Review estimates of total facility workload projection (quality and quantity) for validity.

### 3. Special Skill Requirements/Availability

- Identify special technical skill requirements and assesses ability to staff the special program requirements.
- Ascertain if special skill requirements will be subcontracted.
- Ascertain if an adequate plan exists for subcontract support.

### 4. Facilities

- Determine if current or planned facilities are sufficient to house projected engineering manpower.
- Review subcontractor's facility requirements.

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### 5. Understanding of Solicitation

- Determine technical management personnel's awareness of the requirements and scope of the solicitation.
- Ascertain extent of technical management's knowledge of new and/or the more complex and controlling requirements for the proposed ship work.
- Determine technical management's awareness of schedule requirements.

### 6. Surge Capability

 Review procedures for accommodating any unplanned short-term, relatively large amounts of additional technical work requiring nearly instantaneous capability buildup.

### Quality Control (Software)

- Review existing procedures and organization element addressing the quality control of software.
- Assess adequacy of procedures and organization for meeting solicitation requirements.
- Determine if personnel are cognizant of program requirements.

### 8. Performance Record

Obtain information and data from SUPSHIP, other Navy and commercial sources and shippard records on the past performance of the technical organization.

### TL305-AA-MAN-010

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### D. Technical Control Systems/Procedures

### 1. Planning and Scheduling

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- Identify the organization element and qualifications of personnel responsible for planning and scheduling the design and technical support work.
- Review existing technical planning and scheduling procedures for completeness and compatibility with the requirements for the proposed work.
- Determine the adequacy of the interface with other organization elements.

### 2. Estimating and Progressing

- Identify the organization and qualifications of personnel responsible for estimating and progressing the design and technical support work.
- Review existing policies and procedures for completeness and compatibility with current operations and the proposed program.
- Determine the adequacy of the interface with other organization elements.

### 3. Work Specifications and Procurement Specifications

- Identify the organization and qualifications of personnel responsible for developing work specifications and procurement specifications for the shipyard's work.
- Review existing procedures for completeness and compatibility with the proposed program.
- Determine interface with other organization elements.

### 4. Subcontractor Technical Control

If the shippard plans to use a subcontractor for design support or the more complex production work, identify the

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organization element and personnel responsible for technical management and control.

- Review existing technical subcontracting policies and procedures for compatibility with proposed subcontracting for the subject procurement.

### 5. Standardization

(Standardization - The procedures for assuring that the types of equipment and materials installed on a ship are common to those required and used on the class of ship involved.)

- Identify standardization requirements invoked by the solicitation.
- Identify the organization element and the personnel responsible for controlling standardization.
- Review existing policies and procedures for completeness and compatibility with program requirements.
- Determine interface with other organization elements.

### 6. Configuration and Data Management, Change Control

(Configuration Management - The discipline of controlling changes to the ship's physical characteristics, and the reporting and recording of change processing.)

(Data Management - A system for filing, retrieving and controlling documents, both GFI and CFI, such as drawings, technical manuals, specifications, test procedures, etc.)

(Change Control - The procedures to control the processing of changes to engineering data.)

- Identify solicitation requirements for CM, DM and Change Control.
- Identify the organization element and the personnel responsible for configuration control and data management.

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- Review existing plans and procedures for completeness and compatibility with the program requirements.
- Determine interface with other organization elements.
- 7. Drawing/Specifications Review Procedures
  - Review the adequacy of existing procedures for drawing and specification review and release, to include technical, quality, material, configuration and change control for the proposed contract.
- 8. Performance Record
  - Obtain information and data on the offeror's technical control past performance from SUPSHIP, other Navy and commercial sources.
  - Determine any trends that may exist and recent improvements initiated by the offeror.

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### E. Test, Trials and Logistic Support

### 1. Test and Trials Organization

J. CARRIE D. STEVENS

- Identify the organization element and qualifications of the personnel responsible for test and trial support of the shipyard.
- Review test and trial plans and procedures for completeness and compatibility with the solicitation requirements.
- Determine interface with other organization elements.

### 2. Planning and Scheduling

- Identify the organization element and the personnel responsible for the planning and scheduling of test and trial activities.
- Review test planning and scheduling procedures for completeness and compatibility with the proposed work schedules.
- Determine interface with other organization elements.

### 3. Production Technical Support

- Identify the organization element and the personnel responsible for technical support (field engineering) of the shipyard's production effort.
- Determine the interface with production personnel, method of communication, and the authority vested in the technical support personnel.
- Review existing policies and procedures for completeness and compatibility with the proposed ship work.

### 4. Logistics Support Planning

(Logistics Support Planning - The planning of the spare parts, maintenance plans, technical documentation and other software requirements for the ship at delivery.

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- Identify solicitation requirements for logistics software planning, e.g., PTD, PMS, MEA, etc.
- Identify the organization element and the personnel responsible for providing the logistics support planning.
- Review existing logistics planning and control procedures for completeness and compatibility with the proposed program.
- Determine interface with other organization elements.
- Review existing capability to determine requirements for and availability of additional qualified personnel.

### 5. Special Test Requirements/Equipment

- Identify any work specification items involving special or complex test equipment requirements and compare with the shipyard's current capability.
- Review plans of action to develop and/or obtain any required expertise and equipment.

### 6. Test Facilities and Laboratories

- Identify solicitation requirements for test facilities or laboratories.
- Review existing test facilities and laboratories.
- Identify any areas of nonsupport.
- Determine if management personnel have a plan to support all related facets of the proposed program.

### 7. Surge Capability

 Review capability to meet any unplanned short-term, relatively large amounts of additional testing requiring rapid capability buildup.

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### 8. Performance Record

- Obtain past test and trials performance information and data from SUPSHIP, other Navy and commercial sources and shipyard records.
- Determine any trends that may exist and any actions taken to achieve improved performance.

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### TL305-AA-MAN-010

Rick TAYLOR

### F. Quality Assurance and Reliability Maintainability

- 1. Organization, Personnel and Training
  - Identify solicitation requirements for a quality program (QA) and for reliability and maintainability (R&M).
  - Identify the organization element responsible for the shipyard's QA and R&M.
  - Determine placement in the corporate organization to assure top level management attention of quality assurance.
  - Review personnel qualifications.
  - Determine if training programs are adequate to maintain technical competence and meet any certification requirements.

### 2. Plan and Procedures

- Review QA and R&M plans and procedures for completeness and compatibility with current operations and plans for the proposed program.
- Identify any current plans and procedures holding SUPSHIP approval.

### Metrology

- Identify metrology requirements of the solicitation.
- Determine adequacy of metrology program, including facilities and equipment.
- If subcontracted, review information on which qualifications of subcontractor was determined and make assessment of capability to meet solicitation requirements.

### 4. Non-Destructive Testing (NDT)

- Identify solicitation requirement for NDT.
- Review current non-destructive test program, related procedures and personnel and equipment qualifications.
- Compare ability with program requirements.

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- Identify any unusual or special program test requirements and plans to accomplish.
- If subcontracted, review information on subcontractor qualifications and make assessment of capability to meet solicitation requirements.

### 5. Subcontractor Quality Control

- Review procedures for monitoring and controlling the quality performance of subcontractors.
- Assess adequacy of plans for quality control of subcontractors for the proposed programs.
- Identify procedures for establishing the subcontractor quality control program requirements in purchase orders and contracts.

### 6. Material Control (QA)

- Identify the interface between the material control system and the QA function.
- Review existing procedures for material control, handling, storage and testing, including those for controlled and non-controlled material, e.g., Level I, hazardous, flammable, etc.
- Determine if revisions or modifications to the existing systems are required to comply with the quality requirements for material receipt inspection and material control.

### 7. Surge Capability

- Review capability to meet short-term, relatively large amounts of additional quality control activity.

### 8. Performance Record

- Obtain past performance information and data from SUPSHIP, other Navy and commercial sources and shippard records.
- Provide copies of QDRs issued with related correspondence on three most recent Navy ship work programs.
- Determine trends of quality performance.
- Complete DD Form 1524-2, Quality Assurance

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#### PRODUCTION AND MATERIAL GROUP

#### G. Production Organization

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#### Organization

- Identify the organization elements responsible for the shipyard's production effort and their placement in the corporate structure.
- Determine if lines of authority and authority delegations are clearly defined and understood.
- Review position descriptions for completeness and determine compatibility of incumbent credentials.

#### 2. Workload/Work Force (By Trade and Skill)

- Obtain and review curves displaying current and projected workload by trade and skill level required. Complete Form 1524-1, section III, parts 1 and 2.
- Determine if existing skill mix of the work force is adequate for the projected workload requirements.
- Identify any areas where either sufficient skills by trades are not available in the current work force or the ratio of supervisory personnel to the work force is inadequate.

#### 3. Complex Work/Skills

- Determine requirements for special program skills to accommodate unusual or complex work and the capability within the organization for the work.
- Ascertain if a plan exists for utilizing and managing subcontractor support, if required.

#### 4. Surge Capability

 Review procedures for accommodating unplanned shortterm, relatively large amounts of additional work requiring almost instantaneous manpower buildup.

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#### TL-305-AA-MAN-010

#### 5. Supervisor Training

- Review formal and informal training programs for production, supervisory and management personnel.
- Provide available evidence of subject content and schedules for supervisor training programs.

#### 6. Shop Training Programs

- Identify formal and informal training programs for new hires and for skill improvement of experienced employees.
- Describe the training policy for scheduling, scope of training and requirements for attending.

#### 7. Subcontractor Control

- Identify the organization element and personnel responsible for controlling and managing subcontractor's production efforts both in shop and on the ship.
- Describe interface with other organization elements also responsible for subcontractor control functions.
- Review existing procedures for controlling subcontractor shipboard production work and in plant work and assess adequacy for support of the proposed program.

#### 8. Performance Record

- Obtain past performance information and data on production management capabilities from SUPSHIP, other Navy and commercial sources.
- Identify any trends that may exist and evidence found that are indicative of management responsiveness to corrective action requirements for overcoming performance problems, e.g., manning, schedules, safety, etc.
- Include related previous production and current production information required for DD Form 1524-1, sections IX and X.

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X

#### H. Production Planning and Control

Planning, Scheduling and Estimating

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- Identify the organization element and the personnel responsible for planning, scheduling and estimating for the shipyard's production.
- Review existing procedures and resources for meeting solicitation requirements for production scheduling and control.
- Determine interface with other organization elements holding scheduling responsibilities, e.g., material, design, etc.
- Discuss procedures for assuring integration of subcontractor and ship force work in production schedules.

#### 2. Production Control

- Identify the organization element and the personnel responsible for production control.
- Review existing procedures and resources for production control of current operations and for the proposed program.
- Describe the production control system. Prepare narrative for DD Form 1524-1, section VIII.
- Determine interface of production control with other functional organization elements and with subcontractors.

#### 3. Production Quality Control

- Identify the organization element and the personnel responsible for quality control within the production organization.
- Review and assess adequacy of existing procedures for assuring compliance with quality requirements within the production shops. Include material traceability and control systems for special materials, e.g., Level I.

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- Determine the production quality functional interface with the corporate quality assurance organization.
- Identify any quality trends or recurring problem areas in the production department quality management.

#### 4. Production Progressing

- Identify progressing requirements of the solicitation.
- Identify the organization elements and personnel responsible for production progressing.
- Review for adequacy the procedures for determining progress.
- Describe procedures for transmitting progress information to management and to the customer.

#### 5. Surge Capability

- Review capability for accommodating the planning and scheduling for short-term, relatively large amounts of additional work requiring quick response.
- Production Material Control (Interference, Surplus, GFM, CFM, Special)

(Interference Material - Material that must be removed to provide access to work items and then reinstalled.)

(Surplus Material - Material, new or removed, excess to the requirements of the contract.)

(GFM - Government Furnished Material.)

(CFM - Contractor Furnished Material.)

(Special Materials - Materials that require special handling or control; e.g., Level I, toxic, hazardous, environmental limits, etc.)

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- Identify solicitation requirements for the management and protection of material under control of the production department.
- Identify the organization element and the personnel responsible for production material control.
- Review existing procedures for achieving management control and protection of production material.
- Determine interface with other organization elements and with subcontractors.
- Specifically review for adequacy procedures for the control of interference, surplus, GFM, CFM and special production material both in the prospective prime contractor and subcontractor facilities.
- 7. Production Safety and Protection of Property
  - Identify the solicitation requirements for protection of systems and equipment from damage and contamination.
  - Identify the organization element and the personnel responsible for production safety, the protection of property from damage or loss, and the protection of systems and equipment from contamination.
  - Review existing policies and procedures for assuring compliance with the above requirements and make assessment of adequacy for the proposed procurement.
  - Determine interface with other organization elements responsible for protecting Government property.
  - Review existing procedures for applicability to off-site work.
- 8. Performance Record
  - Obtain past performance information and data from SUPSHIP, other Navy and commercial sources on topics 1 through 7 above.

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#### I. Material Organization and Systems

#### 1. Organization

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- Review the organization element responsible for material support of the shipyard. Obtain Material Department organization chart.
- Review policies and procedures for completeness and compatibility with current operations and the proposed work.
- Determine interface with corporate organization.

#### 2. Personnel and Training

- Identify the personnel responsible for material management and control.
- Ascertain personnel credentials for material control.
- Identify and assess adequacy of formal and informal training programs for personnel within the material organization.

#### 3. Purchasing Procedures

- Review existing systems and procedures governing purchasing.
- Determine organizational responsibilities and interfaces.
- Ascertain if systems and procedures are current and applicable to existing and the proposed program.
- Identify any current problem areas and plans to remedy.

#### 4. Subcontracting Procedures

 Review existing systems and procedures governing subcontracting.

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- Determine organization responsibilities and interfaces.
- Ascertain if systems and procedures are current and applicable to existing and to the proposed program.
- Identify any current problem areas and plans to remedy.
- Review procedure used to ensure technical requirements are met.
- Obtain information to complete DD Form 1524-1, Section VII, Parts 1 and 2.

#### 5. Material Quality Control

- Identify the organization element and personnel responsible for material quality control.
- Review existing policies and procedures to determine adequacy of provisions for extending quality requirements to subcontractors.
- Determine interface with other functional organization elements.
- Identify any quality trends or current outstanding problem areas.

#### 6. Monitoring and Progressing

- Identify the organization elements and personnel responsible for monitoring and progressing material, including subcontractor materials.
- Determine organizational placement and interface with other organization elements.
- Describe procedures for transmitting material progress information to management.

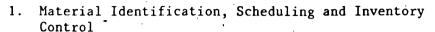
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- 7. Surge Capability
  - Review the capability of the Material Department to meet short-term, relatively large amounts of additional work.
- 8. Performance Record
  - Obtain past performance information data from SUPSHIP, other Navy and commercial sources.
  - Determine any trends that may exist in the performance of the material management organization.

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#### J. Material Planning, Scheduling and Control



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- Identify the organization elements and personnel responsible for material identification, scheduling and inventory control.
- Review existing procedures for completeness and compatibility with the proposed program. Complete Form 1524-1, section VI, part 2.
- Determine interface with subcontractors and with other organization elements.
- 2. Long Lead Material Control
  - Review solicitation to identify long lead time materials.
  - Identify the organization element and the personnel responsible for identification, purchasing, and monitoring of long lead time material delivery schedules.
  - Review procedures for control of long lead material acquisition and control, including that of subcontractors.
  - Determine organizational interfaces.
  - Identify any anticipated problem areas.
- 3. Receipt Inspection and Control
  - Identify the organization element and the personnel responsible for receipt inspection and control of GFM and CFM.
  - Review procedures for receipt inspection and their compatibility with solicitation requirements.
  - Determine organizational interfaces.

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- 4. Storage, Protection and Disposal (Government, Contractor and Special Materials)
  - Identify the organization element and the personnel with prime responsibility for the storage, protection, safeguarding and disposal of Government, contractor and special materials.
  - Review procedures for compatibility with the solicitation for special material storage requirements.
  - Determine interface with other organization elements and with subcontractors.
  - Identify any current or anticipated problems with satisfactory material storage and protection.

#### 5. Material Handling Equipment

- Determine requirements for material handling equipment.
- Identify any inadequacies in the prospective contractor's material handling equipment, i.e., number of fork lifts, trucks, etc.
- 6. Surplus Government Material
  - Identify the organization element and the personnel responsible for control and disposal of surplus Government material.
  - Review adequacy of procedures for reporting, returning and disposing of surplus materials.

#### 7. Logistic Support

(Logistic Support - The procuring, staging and loading of logistic support items, such as spare parts, maintenance plans, technical documents, etc., for the ship at delivery.)

- Identify solicitation requirements for providing logistics support for the ship. (PTD, COSAL, PMS.)

APPENDIX B EXPANDED DEFINITIONS

- Review for adequacy the procedures and facilities for the staging and fitting out.
- Identify the organization element and personnel responsible for material department logistic support functions.
- Identify planning and adequacy of procedures to turn material over to cognizant ship personnel.

#### 8. Performance Record

 Obtain past performance information and data from SUPSHIP, other Navy and commercial sources and assess the adequacy of the material planning, scheduling and control on previous ship work programs.

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#### FACILITIES AND SERVICES GROUP

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#### K. Plant Facilities and Management

- 1. Organization and Personnel
  - Identify the organization element and the personnel responsible for plant facilities management.
  - Determine placement within the corporate organization.
  - Review latest facility and equipment information on file with Bidder's Mailing List Application, Standard Forms 17 and 129, and check for accuracy.
- 2. Maintenance Plans and Procedures
  - Review plans, procedures and schedules for the maintenance of plant facilities and equipment.
- 3. Building, Grounds and Utilities
  - Obtain facility plot plan showing location, dimension and purpose of buildings and waterfront facilities.
  - Review condition and type construction of existing buildings.
  - Identify requirements for, source of and adequacy of utilities to the facility.
  - Identify any improvements planned for supporting the proposed work.
  - Observe compliance with all safety requirements (OSHA).
- 4. Dry Dock
  - Determine drydocking requirements for the proposed program.
  - If drydocking is required, determine dry dock source, capacity and availability for the proposed work.
  - Determine status of dry dock certification under MIL-STD-1625A.

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- Determine if dry dock services meet solicitation requirements for fire protection, utilities and lift equipment.
- Ascertain adequacy of water depth for drydocking.
- Review dockmaster qualifications.
- 5. Berths, Outfitting Piers and Waterfront
  - Determine solicitation requirement for ship berthing.
  - Review adequacy of existing berths, outfitting piers and waterfront facilities to meet solicitation requirements.
  - Determine adequacy of services for the solicitation requirements for utilities, safety and material handling.
  - Determine compliance with master ship repair contract and Title 32 CFR regarding security of ships and control of non-shipyard personnel.
  - Shops, Ship Assembly Areas and Erection Areas
    - Determine capability of existing shops, ship assembly areas and erection areas to accomplish the work required by the solicitation.
    - Identify any anticipated farm-out or subcontracting of shop work.
    - Review procedures for and controls over farm-out work.
    - Inspect ship assembly/erection facilities for adequacy for performance of work.
- 7. Navigation Access
  - Determine the adequacy of the navigation access to and from the shippard including water depths, bridge heights and any other physical constraints taking into account tide conditions.

APP B-K2

#### TL305-AA-MAN-010

Identify any regulatory restrictions.

#### 8. Performance Record

- Obtain past performance information and data on facilities and services from SUPSHIP, other Navy and commercial sources that indicate any inadequacies.

APP B-K3

#### TL305-AA-MAN-010

#### L. Waterfront Services

# HOWEN! THILOR

#### Pier/Dock Services

- Review adequacy of pier/dock services for safety, protection of property, material handling and ship hotel service requirements.
- Identify any planned improvements or additions to be used in support of the proposed program.

#### 2. Weight Handling Equipment

- Review solicitation to determine requirements for weight handling.
- Review adequacy of weight handling equipment for the proposed work.
- Determine the qualification requirements for weight handling equipment operators and review the credentials of those currently employed.

#### 3. Transportation

- Review adequacy of transportation within the facility and external to the facility for support of the proposed work. Include transportation by air, highway, rail and water for materials and personnel.

#### 4. Fire Protection - Ship

- Review solicitation to determine requirements for fire protection for the ship.
- Review fire protection plans and procedures for adequacy.
- Identify deficiencies in fire fighting and prevention facilities and procedures, including firemain pressure and volume, hot work control, fire stations, storage of flammable materials, housekeeping, etc.
- Determine if fire protection plan has been reviewed and coordinated with local area fire departments.

APP B-L1

#### TL305-AA-MAN-010

 Review records for evidence of ship fires and identify the cause.

#### 5. Protection of Government Property

- Review solicitation for requirements for protection of property from physical damage, theft, contamination, etc.
- Identify the organization element and the personnel with prime responsibility for the protection of Government property at the work site and on the ship.
- Review procedures and instructions for adequacy and compatibility with requirements of the proposed program.
- Assess adequacy of provisions for physical protection.

#### 6. Crew Accommodations

- Review solicitation for requirements for ship crew accommodations to include berthing, messing, offices, class rooms, parking and transportation.
- Confirm availability of crew accommodations as required for the proposed program.
- Determine the adequacy of the crew accommodations.
- Review any plans for acquiring the required crew accommodations where not currently available.

#### 7. Industrial Security

(Industrial Security - The physical security provided for the prospective contractor's facilities and for all property, including both hardware and software therein. Industrial Security Audits and Clearances are provided by a cognizant Government agency.)

- Determine solicitation requirements for Industrial Security.
- Review Procedures and facilities for maintaining Industrial Security on the waterfront and in the shops.

#### TL305-AA-MAN-010

- Review latest audit report on Industrial Security compliance and determine corrective action taken if required.
- Review procedures for waterside access security protection.
- Review procedures for protection of classified information and equipment from foreign nationals.

#### 8. Performance Record

- Obtain past performance information and data on waterfront service items from SUPSHIP, other Navy and commercial sources.
- Determine any trends that may exist and corrective actions required or taken.

#### TL305-AA-MAN-010

#### M. Protection of Property

- 1. Care of Ship (Housekeeping)
- Review solicitation for care of ship requirements.
  - Identify the organization element and the personnel responsible for ship housekeeping.
  - Review existing instructions and procedures for care of ship.
  - Determine interfaces with other organization elements and subcontractors.
  - Identify any recent problem areas and citations.
  - Determine if proper management attention exists and corrective action initiated.
  - 2. Protection of Government Property
    - Review solicitation for requirements for protection of Government property.
    - Identify the organization elements and the personnel with prime responsibility for the protection of Government property.
    - Review procedures and facilities for segregation, control and protection of Government property.
  - 3. Fire Protection Organization, System and Plan
    - Review solicitation for fire protection requirements.
    - Review fire protection plan for adequacy of procedures and organization, or establish that SUPSHIP approval has been obtained.
    - Identify any inadequacies in the plan and corrective action taken or required.
    - Review arrangements with local fire departments.

APP B-M1

#### TL305-AA-MAN-010

- Review latest reports of fire protection system inspections and tests to determine adequacy for the proposed work.
- 4. Protection of Remote Storage and Work Areas.
  - Identify the organization elements and the personnel responsible for protection of remote storage and work areas.
  - Review existing instructions and procedures for adequacy for compliance with solicitation requirements.
  - Determine adequacy of protective systems and facilities.
- 5. Protection of Waterborne Support Facilities
  - Determine if waterborne equipment or support facilities are to be employed for crew berthing, storage, lifts or plant protection.
  - Identify the organization elements and personnel responsible for protection of waterborne support facilities.
  - Review plans, procedures and facilities utilized for protection.
  - Determine interface with any subcontractors utilizing waterborne facilities.

#### 6. Environmental Controls

- Review solicitation for environmental control requirements invoked.
- Review existing policies and procedures for compliance with EPA and solicitation environmental controls.
- Identify the organization elements and the personnel responsible for monitoring for compliance with environmental controls.

#### TL305-AA-MAN-010

Review records of noncompliance and determine corrective actions taken or if any open items exist.

#### 7. Industrial Security

(Industrial Security - The physical security provided for the prospective contractor's facilities and for all property, including both hardware and software therein. Industrial Security Audits and Clearances are provided by a cognizant Government agency.)

- Review solicitation requirements for Industrial Security.
- Identify the organization element and the personnel responsible for facility industrial security and plant security.
- Review existing policies and procedures for compatibility with requirements.

#### 8. Performance Record

 Obtain past performance information and data on property protection from SUPSHIP, other Navy and commercial sources.

APP B-M3

#### TL305-AA-MAN-010

N. <u>Safety</u>

DAVE TAYLOR 1.

- Organization, Personnel, Programs
  - Identify the organization elements and the personnel with prime responsibility for safety.
  - Review solicitation for safety program requirements.
  - Review policies and procedures for safety programs and for delegation of authority for safety program implementation.
  - Review latest OSHA report for violations and citations.
  - Determine Safety Department placement in the corporate organization.
  - Determine interface with and control over subcontractor personnel.

#### 2. Hazardous Material Control

- Review solicitations for requirements for control of hazardous materials, such as asbestos, toxics, radio actives, flammables and explosives.
- Review existing policies and procedures for control of hazardous material.
- Identify any new requirements and plans to achieve compliance with the proposed program requirements.
- Determine current and/or anticipated problems.
- Review latest OSHA report for violations.

#### 3. Hazardous Work Control

- Review solicitation requirements for control of hazardous work, e.g., radiography, hot work, etc.
- Review existing policies and procedures governing hazardous work control.

APP B-N1

#### TL305-AA-MAN-010

- Identify organization element for monitoring hazardous work control compliance of both prime and subcontractors.

#### 4. Medical Facilities and Services

- Review current and planned medical facilities and services available.
- Review procedures for obtaining additional services and equipment from outside sources.
- Determine if current operating procedures, notices and bulletins have been distributed and posted in general work areas.
- Ascertain if current procedures have been coordinated with local authorities.

#### 5. Police Protection

- Review the organization element and resources available for police protection.
- Determine availability of local police protection.
- Review existing procedures and plans.
- Ascertain if coordinations has been effected with local police.

#### 6. Disaster Plan

- Review solicitation for requirements for emergency and heavy weather plans.
- Review plans for completeness and adequacy.
- Determine if the plan has been coordinated with local civil defense authorities.
- Determine if plan has been previously approved/disapproved and by whom.

#### TL305-AA-MAN-010

#### 7. Safety Training

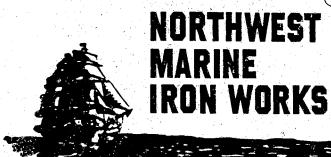
- Identify organization element responsible for safety training.
- Review formal and informal safety training programs and the requirements for attendance.
- Determine schedule frequency and content of training programs.

#### 8. Performance Record

- Obtain past performance information and data on safety from SUPSHIP, other Navy and commercial sources and shipyard records.

APP B-N3

## DAGAL



PORTLAND, OREGON

### PRICE PROPOSAL

FOR THE REGULAR OVERHAUL OF

## USS ANCHORAGE (LSD-36) SSP #041-88

SOLICITATION NO. N62678-87-B-0203 DATED 10 JULY 1987

#### PROPRIETARY RIGHTS

This data, furnished in connection with Request for Proposal No. N62678-87-B-0203, shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal; **provided**, that if a contract is awarded to this offer as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose. This restriction does not limit the Government's right to use information contained in all sections of the Northwest Marine Iron Works proposal.

MAILING ADDRESS:

P.O. BOX 3109 PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2

PORTLAND, OREGON 97217

PHONE: (503) 285-7557

TWX: 910-464-6107 NORMARINE PTL

18 September 1987

Supervisor of Shipbuilding Conversion and Repair, USN Building 15 NNSY Code 410 - Dianne Robinson Portsmouth, Virginia 23705-0215

Dear Sir:

On behalf of our superb Northwest Marine Iron Works team, I am pleased to present our proposal for the regular overhaul of the USS ANCHORAGE (LSD-36). I have thoroughly reviewed this proposal and am confident that it represents the best approach for accomplishing the specified work scope.

We have a long history of successfully accomplishing complex and difficult new construction, alteration and repair projects. We have consistently redelivered combatants to the Government well ahead of schedule with highest quality. Based on our history and the excellent outcome of the USS DULUTH (LPD-6) project, I am confident of our ability to accomplish this large modernization project in a like manner. The USS AN-CHORAGE (LSD-36) overhaul meshes extremely well with our plans and project work schedule. We have the facilities, personnel, and management tools in excess of that which is required for this project. We have in place, the latest automated project tracking and management systems which are required for this project. Our system will produce all reports necessary to keep SupShip and the Commanding Officer fully abreast of cost and schedule status.

The team of people who developed this comprehensive proposal is the same team who will manage the overhaul. This team recently performed in a superior manner on the overhaul of the the USS DULUTH (LPD-6). Our approach to proposal generation has achieved the total commitment to the proposal by all of our key management and production personnel. This practice assures me that this project will be completed on time with superior quality.

Based on our many years of experience in performing similar work, we are convinced that this proposal offers the best, logical, systematic and realistic approach for the successful conduct of the project at the lowest reasonable price. Our cost estimate reflects this proven history and approach. I will personally monitor this project to assure that our commitment to excellence is maintained, that the resources of the company are mobilized in the most efficient and effective manner, and that our performance of this contract reflects our goal of providing a quality overhaul at the lowest cost to the Government. Cost effectiveness is of paramount importance to all of us. I will exercise all the powers of my office to ensure these goals are achieved with the lowest possible risk presented to the Government.

Very truffy yours,

William H. Zavin II

President

**CONTRACT PRICING PROPOSAL** 

**INDEX** 

#### **INDEX**

#### **USS ANCHORAGE (LSD-36)**

## CONTRACT PRICE PROPOSAL SOLICITATION NO. N62678-87-B-0203

- Introduction
- Standard Forms 1411 and 33
- Sections:
- B Supplies/Services and Prices
- G-3 Payment Address
- G-4 MSR Agreement/Agreement for Boat Repair Number
- H-20 Milestones
- K Representations, Certifications and Other Statements of
  - Offerors
- Drydock Certification

**INTRODUCTION** 

#### INTRODUCTION

The following information and assumptions form the basis for the estimated cost reflected in the enclosed Cost Proposal for USS ANCHORAGE (LSD-36).

#### A. INFORMATION

#### 1. PLACE OF PERFORMANCE

The contract will be performed at the Swan Island facilities of Northwest Marine Iron Works. These facilities are located at:

Northwest Marine Iron Works 5555 N. Channel Avenue Portland, Oregon 97217 Phone: (503) 285-7557

#### 2. GOVERNMENT AUDITORS

Audit of Northwest Marine Iron Works is performed by:

Defense Contract Audit Agency 620 S.W. Main Street, Room 206 Portland, Oregon 97205 Phone: (503) 221-2800

#### 3. CONTRACT ADMINISTRATION

Contracting Officer:

Supervisor of Shipbuilding, Conversion and Repair, USN P.O. Box 215 Portsmouth, Virginia 23705-0215

#### 4. PERIOD OF OFFER

This offer is valid for one hundred twenty (120) days from date of this offer.

#### 5. CONTRACT TYPE

Contract to be awarded will be a Firm Fixed Price Contract or as negotiated with the Government.

#### 6. PERIOD OF CONTRACT PERFORMANCE

The period of contract performance is to be from date of award to completion of production as set forth by the terms of the awarding contract.

#### **INTRODUCTION - Page 2**

#### **B. ASSUMPTIONS**

The following assumptions have been used in estimating and formulating cost:

#### 1. COST REALISM

Our price and technical proposals have been formulated in such a manner to ensure that they are both reasonable and realistic. We have carefully examined the cost returns obtained from our recent Navy ship overhauls. These cost returns, based on current experience and appropriately adjusted for our learning curve, are incorporated in the data base of our estimates for this solicitation. The prices in this proposal also incorporate the cost returns and knowledge gained from other current contracts in hand.

#### 2. GOVERNMENT FURNISHED MATERIAL

The Government Furnished Material will be delivered to the Northwest Marine Iron Works facilities at Swan Island in a timely manner and in the condition and quantities necessary for ship overhaul.

#### 3. DESIGNS, DRAWINGS AND SPECIFICATIONS

The drawings, designs and specifications which have been and are to be provided to NMIW are accurate, current, complete and not ambiguous.

#### 4. SHIP'S AVAILABILITY

The ship will be available for production as set forth by the terms of the awarding contract.

#### C. RESPONSIBLE NMIW PERSONNEL

#### 1. CONTRACT NEGOTIATIONS

Contract negotiations on behalf of NMIW will be performed by:

Bob Gavin (503) 285-7557

#### 2. ACCOUNTING

The accounting for costs on subject contract will be performed by Ted Sharp (503) 285-7557.

Mr. Forles

NWMAR140199

STANDARD FORMS 1411 and 33

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STANDARD FURM 33 (R Prescribed by GSA FAR (48 CFR) 53.214(c)

SECTION B	SUPPLIES/SERVICES AND PRICES
SECTION G-3	PAYMENT ADDRESS
SECTION G-4	MSR AGREEMENT/AGREEMENT FOR BOAT REPAIR NUMBER
SECTION H-20	MILESTONES
SECTION K	REPRESENTATIONS, CERTIFICATIONS AND OTHER

SOLICITATION NO. NOTCH L. . ...

PAGE 2 OF 56

#### ADVERTISED (IFB)

#### SECTION B - SUPPLIES/SERVICES AND PRICES

Item	Description	Price
0001	Prepare for and accomplish the Regular Overhaul (POE) of the USS ANCHORAGE (LSD-36)	\$ <u>14,368,680</u>
	0001AA Repairs D & F Alts (TYCOM)	\$ <u>11,301,23</u> 6
	0001AB "K" Alts (NAVSEA)	\$ 2,936,540
•	. 0001AC Messing and Berthing	\$ 130,904
	0001AD "ORD" Alts (NAVSEA)	Deleted by \$Amend 0003
0002	Data for Item 0001. See Contract Data Require List (CDRL), Exhibit A. Price for applicable is to be included in the price for each SUB-C	e <b>dat</b> a
0000	Provisioning technical Documentation (PTD) for GOO1. See CDRL, Exhibit B. Price for application to be included in the price for each	cable
	SUB-CLIN.	rsp

CLIN TOTAL shall be equal to the sum of all SUB-CLIN Totals.

The following Work Item Specifications costs must be shared by NAVSEA and the TYCOM in proportion to the amount of work being accomplished for each SUE-CLIN. Prorated charges assigned to NAVSEA should be included in SUB-CLIN 0001AB. Prorated charges assigned to the TYCOM should be listed under SUR-CLIN 0001AA.

Prorated Items 041-10-001 Guarantee Engineer; Provide 043-10-001 Ship Departure Report; Provide

All other unique alterations, NAVSEA Standard Items, and Class Standard Items should be charged to SUB-CLIN 0001AA entitled D&F Alterations.

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The Contractor shall indicate below the manhour reservation rate to be used in evaluation of the contractor's proposal and also to be used for negotiating changes as required by the clause entitled "Additional Government Requirements." This rate shall be the rate for pricing changes negotiated under the "Additional Government Requirements" clause up to the maximum manhours specified therein.

ADDITIONAL GOVERNMENT REQUIREMENTS MANHOURS RESERVATION RATE \$20.00

Because an offeror's accounting system may include production support and other costs as either direct or indirect related charges, depending on the particular offeror, each offeror is required to show the composition of its proposed manhour reservation rate for the 72,000 manhour reservation for production hours of growth work, in accordance with its accounting system, as indicated below. The rate proposed, and costs included in its composition, shall be in accordance with the offeror's disclosure statement or accepted accounting system, as appropriate.

By definition, there are 8 hours in a manday. Therefore, 9,000 mandays equates to 72,000 manhours.

The Contractor's proposed hourly rate shall be a weighted average to cover the entire effort, all direct and indirect charges, burdened to include, but not limited to the following: overhead, general and administrative, quality control, supervision, support functions, facilities capital cost of money and profit, for both the prime contractor and subcontractors selected by the prime contractor. The proposed hourly rate will not be used to price work which may be directed to a subcontactor by name in the work specifications. Material costs shall not be included in the rate. The contractor is required to include in its proposed hourly rate any overtime premium, and delay and disruption dollar costs to accomplish these additional requirements as the contractor's business judgement dictates. Pay for personnel traveling to and from the job site shall be included in the contractor's proposed rate, if required.

#### MANHOUR RESERVATION RATE PREAFDOWN

72,000 \$18.86 \$1.14 total dollars direct production, burdened rate for all additional production m/h charges for required for reservation m/h growth of 72,000 support labor production (whether direct, or manhours indirect), not included in burdened rate

Total dellars for reservation  $\div \frac{72,000}{(m/h \text{ growth})} = \frac{$20.00}{m/h \text{ reservation rate}}$ 

PAGE E OF 55
SECTION G - CONTRACT ADMINISTRATION DATA
G-1 CONTRACT ADMINISTRATION DATA
a. Work under this contract shall be under the cognizance of the Supervisof Shipbuilding, Conversion and Repair, USN, designated at the time of contract award.
b. The Contract Administration Office is the designated Supervisor of Shipbuilding, Conversion and Repair, USN.
G-2 CONTRACT ADMINISTRATION/PUPCHASING OFFICE REPRESENTATIVE
a. Contract Administration Office Pepresentative
NAMI: TELEPHONE: (Provided at Contract Award) ADDRESS:
b. Purchasing Office Representative
NAME: PROCUREMENT OFFICE (Code 410) TELEPHONE: (304)396-7664 or 7768 ALDRESS: P. O. Box 215, Portsmouth, VA 23705-0215
G-3 PAYMENT ADDRESS
Offerors shall indicate below the address to which payment should be mailed.  Northwest Marine Iron Works  5555 N. Channel Avenue  Portland, Oregon 97217
G-4 MSR AGREEMENT/AGREEMENT FOR BOAT REPAIR NUMBER:  Offerors shall indicate below the number of their MSR AGREEMENT/AGREEMENT
for BCAT REPAIR, if currently held.
E. MSP ACPFEMENT NO. N00024-85-H-8197
N00024-85-H-8697

AGREEMENT FOR BOAT REPAIR NO.

#### IACF 22 OF 56

(b) In addition to the foregoing precautions, the Contractor shall provide such additional safeguards as may be required or approved by the Contracting Officer for the protection of its plant and the work in process under this contract against espionage, sabotage, and enemy action. The cost to the Contractor of all safeguards so required or approved shall, to the extent allocable to this contract, be reimbursed to the Contractor in the

same manner as if the Contractor had furnished such safeguards pursuant to a change order issued under the clause of this contract entitled "CHANGES". Such cost shall not include any allowance or account of overhead expense, except shop overhead charges incident to the construction or installation of such devices or equipment.

(c) Upon payment by the Government of the cost to the Contractor of any device or equipment required or approved under paragraph (b) of this clause, title thereto shall vest in the Government, and the Contractor shall comply with the instructions of the Department respecting the identification and disposition thereof. No part or item of any such devices or equipment shall be or become a finiture by reason of affixation to any realty not owned by the Government:

#### H-20 MILESTOMES

(a) The Contractor shall submit with his offer dates for the successful accomplishment of the following major milestones for each ship:

Milestone Event	Date
Aveilelility Start Date (Not Later Than A + 0)	18 Jan 88
Crew Move Ashore (Not Later Than A + 7)	25 Jan 88
Start of Gos Freeing (Not Later Than A + 0)	18 Jan 88
Completion of Initial Gas Freeing (Not Later Than A + 18)	05 Feb 88
Complete Combat System Removals (Including Cables and Foundations) (Not Later Than A + 32)	19 Feb 88
Complete Boiler SOI (Not Later Than A + 30)	17 Feb 88
Docking (Not Later Than A + 53)	12 Feb 88
Undocking (Not Later Than C - 130)	08 Feb 88

#### PAGE 23 OF 56

Start Contractor's Engine Room Inspection (CERI) (Not Later Than SPATO - 30)	03 May 88
Completion of Boiler Work (Not Later Than SPATO - 1)	01 Jun 88
Make available all support services temporary or ship's installed systems for stage 3 testing accomplishing Combat Systems grocking (Not Later Than CBSTP - 1)	10 May 88
Complete Combat System Repairs/Installations (Not Later Than C - 91)	17 May 88
Completion of Work in Machinery Spaces (Machinery Space Turnover) (Not Later Than C - 75)	02 Jun 88
Completion of CHT Work (Not Later Than CREW MOVE ABOARD - 1)	20 May 88
Crev Move Aboard Ship (Not Later Than SPATO - 12)	21 May 88
Complete Combat System Equipment Level Operational Testing (Stage 3) (Not Later Than C - 49)	28 Jun 88
LOE (Not Later Than C - 60)	17 Jun 88
Complete Combat Intra-System Testing (Stage 4) (Not Later Than C - 35)	12 Jul 88
Complete Combat System Inter-System Testing (Stage 5) (Not Later Than C - 25)	22 Jul 88
Complete ships' installed systems (electrical power, dry air. water, airconditioning, etc., to support intergration and completion of Combat Systems Testing for Stage 4	
(Not Later Than CBSTP - 1)	03 May 88
Dock Trials (Not Later Than C - 16)	<u>31 Jul 88</u>
Fast Cruise (Not Later Than C - 9)	07 Aug 88
Sea Trials (Not Later Than C - 7)	09 Aug 88
Complete Combat System Special Testing (Stage 6 and 7) (Not Later Than C - 7)	09 Aug 88

"SCLICITATION"	ivo.	Note that the second

#### PACE 24 OF 56

Completion of Combat Systems Integrated Test Programs (CSITF) with designated certifications (Not Later Than C=7)

09 Aug 88

Availability Completion Date (Not Later Than C - 0)

16 Aug 88

SPATC = Complete Work in Machinery Spaces CESTF = Combat System Test Program

- (h) The Contractor shall successfully accomplish the major milestones prior to the dates listed above.
- (c) If any milestone event is not accomplished by the date listed, and the failure to accomplish any such milestone event does not arise from a cause beyond the control and without the fault or negligence of the Contractor or a subcontractor, such failure may be deemed to constitute a failure to perform this contract in accordance with its terms within the meaning of subparagraph (a) (i) of the clause of this contract entitled "Default."
- (d) The foregoing milestone event dates are based on the assumption that the Government will make award by 18 December 1987. Each milestone date set forth shove will be extended by the number of calendar days after the above date that the job order is in fact awarded.
- (e) Failure to provide milestone dates for the above events or providing dates later than those specified above (e.g. Not later than C=7) may cause the offeror to be found non-responsive.

#### H-21 TUG AND PILOT SERVICES

Unless otherwise specified in the specifications the Contractor shall be required to provide necessary tugs and pilot services to move the ship from the feirway of the plant to the pior or dock, and upon completion of all work from the pier or dock, to the fairway of the plant.

#### H-22 DRYDOCK CERTIFICATION (Rev. 07/14/86)

When required by the drydocking specification item, the drydocking of this vessel shall be accomplished only in a drydock certified in accordance with MIL-STD-1625 A/E(SF). Offerors who do not have a suitable drydock certified by NAVSEA in accordance with MIL-STD-1625 A/E(SH) at the time of bid opening shall be determined non-responsible.

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#### ADVERTISED (IFB)

#### PART IV REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CFRIFICATIONS AND OTHER STATEMENIS OF OFFERORS

#### 1. 52.203-2 CERTIFICATE OF INDEFENDENT PRICE DETERMINATION

- (a) The offeror certifies that--
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or ractors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be browingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a formally advertised solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offerer to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

  (b) Each signature on the offer is considered to be a certification by the signatory that the signatory—
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) throught (a)(3) above; or
- (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above

William H. Zavin II President

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

#### PAGE 37 OF 56

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclerre.
- 2. 52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR. 1984)
  - (a) Representation. The offerer represents that, except for full-time bona fide employees working solely for the offerer. the offerer-
  - (Note: The offeror must check the appropriate bonce. For interpretation of the representation, including the term "bonc fice engloyee," see subpart 3.4 of the Federal Acquisition Regulation.)
  - (1) / has, / xx / has not employed or retained any person or company to solicit or obtain this contract; and
  - (2) / / has, / XX has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission percentage, trokerage or other fee contingent upon or resulting from the award of this contract.
  - (b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer—
  - (1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or
  - (2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, representing that the prior SF 119 applies to this offer or quotation.

BCLICITATION RO	Were the
PAGE 38 OF 56	1

#### 3. 52.208-2 JEWFI PFAPINGS AND RELATED ITEMS CERTIFICATE

- (a) This is to certify that--
- (1) Jewel bearings and/or related items, as defined in the Required Sources for Jewel Pearings and Related Items Clause, will be incorporated into one or more items/will not be incorporated into any item (delete one) covered by this offer;
- (2) Any jewel bearings required (or an equal quantity of the same type, size and tolerances) will be ordered from the William Langer Flant, Rolls, North Dakots 58367, as provided in the Required Sources for Jewel Bearings and Related Items clause; and
- (3) Any related items required (for an equal quantity of the same type, size and telerances, will be acquired from concertic manufacturers, including the Plant, if the items can be obtained from those sources.
- (b) Attached to this certificate are estimates of the quantity, type and size (including tolerances) of the jewel bearings and related items required, and identification of the components, subsecentilies, or parts that require jewel bearings or related items.

Date of Execution	September 18, 1987			
Solicitation No.	N62678-87-B-0203			
Neme	William H. Zavin II			
Title	President			
Firm	Northwest Marine Iron Works			
Address	5555 N. Channel Avenue			
	Portland, Oregon 97217			

4. 52.214-2 TYPE OF BUSINESS ORGANIZATION -FORMAL ADVERTISING

The bidder, by checking the applicable box, represents that it operates as  $\frac{/}{XX}$  a corporation incorporated under the laws of the State of  $\frac{0 \text{regon}}{/}$ ,  $\frac{/}{/}$  an individual,  $\frac{/}{/}$  a partnership,  $\frac{/}{/}$  a nonprofit organization, or  $\frac{/}{/}$  a joint venture.

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5.	52.214-8	PARENT	COMPANY	AND	IDENTIFYING	DATA
----	----------	--------	---------	-----	-------------	------

(a) A "parent" company, for the purpose of this provision is one that owns or controls the activities and basic business policies of the bidder. To own the bidding company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control a bidder as a parent even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of promy voting, or otherwise. (b) The bidder / / is, /xx/ is not (check applicable box) owned or controlled by a parent company. (c) If the bidder checked "is" in paregraph (b) above, it shall provide the following information:

Name and Main Office Address of Parent Company (Include Zip Code)

Parent Company's Employer's Identification Number

(d)	If the	bidde:	r checke	d "is	not"	ir pa	ragrej	eh (b)`	abov	e, :	it
shall	inser	t its	own Emplo	oyer's	Idei	ntific	ation	Number	on	the	
follo	wing 1	ine	(b) (6)	1							

#### 6. 50.214-14 PLACE OF PERFORMANCE - FORMAL ADVERTISING

- (a) The bidder, in the performance of any contract resulting from this solicitation / / intends, / xx/ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.
- (b) If the bidder checks "intends" ir paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)		Name and Address or Cwner and Operator of the Plant or Facility if other than Ridder
<u> </u>		

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- 7. 52.214-16 MINIMUM BID ACCEPTANCE PERIOD
  - (a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this soliciation for receipt of bids.
  - (b) This provisior supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
  - (c) The Government requires a minimum acceptance period of 90 calendar days.
  - (d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

### The Bidder allows the following acceptance period: 120 calendar days

- (e) A bid allowing less than the Government's minimum acceptance period vill be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.
- 8. 52.219-1 SMALL BUSINESS CONCERN REPRESENTATION

The offeror represents and certifies as part of its offer that it / XX/ is, / / is not a small business concern and that / / all, / XX/ not all supplies to be furnished will be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government Contracts, and qualified as a small business under the size standards in this solicitation.

- 9. 52.219-2 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION
  - (a) Representation. The offeror represents that it / / is, /xx / is not ε small disadvantaged business concern.

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(b) Definitions.

"Asian Indian American," as used in this provision, means a United States citizen whose origins are in India, Pakistan, or Bangladesh.

"Asiar-Pacific American," as used in this provision, means a United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust-Territory of the Pacific Islands, the Northern Mariana Islands, Laos, Cambodia, or Taiwan.

"Native Americans, " as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government Contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and (2) has its management and daily business controlled by one or more such individuals.

(c) <u>Gualified groups</u>. The efferor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian American, and other individuals found to be qualified by the SBA under 13 CFR 124.1.

#### 10. 52.219-3 WOMEN-OWNED SMALL BUSINESS REPRESENTATION

(a) Representation. The offeror represents that it / / is,
 / xx/ is not a women-owned small business concern.
 (b) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operatior ir which it is bidding on Government Contracts, and qualified as a small business under the criteria and size standards in 13 CFk 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

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#### 11. 52.22C-! PREFERENCE FOR LABOR SURPLUS AREA CONCERNS

(a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of the offers or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

#### 12. 52.222-19 WALSH-HEALEY PUBLIC CONTRACTS ACT REPRESENTATION

The offerer represents as a part of this offer that the offerer is  $\frac{1}{2}$  / or is not  $\frac{1}{2}$  xx/ a regular dealer in, or is  $\frac{1}{2}$  / cr is not  $\frac{1}{2}$  xx/ a manufacturer of, the supplies offered.

#### 13. 52.222-21 CEPTIFICATION OF NONSEGREGATED FACILITIES

- (a) "Segregated facilities" as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because or habit, local custom or otherwise.
- (b) By the submission of this offer, the offeror certifies that is does not and will not maintain or provide for its

#### PAGE 43 OF 56

employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

- (c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will—
- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
  - (2) Retain the certifications in the files; and
- (5) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSFECTIVE SUBCONTRACTORS OF REQUIPEMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The cartification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offer is prescribed in 18 U.S.C. 1001.

#### 14. 52.222-22 FEEVIOUS CONTRACTS AND COMPLIANCE REPORTS

The offeror represents that --

- (a) It / XX/ has, / / has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It  $\frac{/ xx}{/ has}$ ,  $\frac{/ }{/ has}$  not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### PAGE 44 OF 56

1 <b>5.</b> 52.222-25	AFFIRMATIVE	ACTION	COMPLIANCE
-----------------------	-------------	--------	------------

The offeror represents that (a) it  $\frac{/ \times \times}{/}$  has developed and has or file,  $\frac{/}{/}$  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it  $\frac{/}{/}$  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

- 16. 52.222-7003 ACCESS TO VESSELS BY NON-US CITIZENS (ACP CERTIFICATION)
  - (a) The bidder, in the performance of any contract/jot order resulting from this solicitation / / intends, / XX/deer ret intend (check applicable block) to employ non-US citizens in the performance of work that requires access to naval vessels, work sites and adjacent areas when such vessels are under construction, conversion, overhaul or repair.
  - (b) If the bidder "intends" in paragraph (a) above, the bidder shall insert in the spaces provided below, the required information:

#### ACCESS CONTROL PLAN (ACP)

Approved ACP No.	·····		· <del></del> .	
If no approved AC relative to ACP s 5500.3 dated 22 0	ubmission to	COMNAVSEA.		

#### 17. 52.223-1 CLEAN AIR AND WATER CERTIFICATION

The Offeror certifies that--

- (a) Any facility to be used in the performance of this proposed contract is  $\frac{1}{2}$ , is not  $\frac{1}{2}$  XX/ listed on the Environmental Protection Agency List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection agency, indicating that any facility that the Offerer proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

#### SOLICITATION NO. N62678-87-B-C2C3

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- (c) The Offeron will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.
- 18. 52.223-4 RECOVERED MATERIAL CERTIFICATION

The offeror certifies, by signing this offer, that recovered materials, as defined in section 23.402 of the Federal Acquisition Regulation, will be used as required by the applicable specifications.

- 19. 52.225-7000 BUY AMERICAN BALANCE OF PAYMENTS PROGRAM CERTIFICATE
  - (a) The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in the clause entitled "Buy American Act and Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

#### EXCLUDED END PRODUCTS

Line Item No.	Country of Origin
N/A	
	<del></del>
<del></del>	
(list or manageary)	

(b) Offers will be evaluated by giving certain preferences to domestic end products and foreign qualifying country end products over foreign noncualifying country end products. In order to obtain such preferences in the evaluation of each excluded end product listed in (a) above, it is necessary that offerors identify and certify below, those excluded end products identified above that are qualifying country end products or they will be deemed nonqualifying country end products. Offerors must certify by inserting the applicable line item numbers in the appropriate brackets:

#### PAGE 46 OF 56

- (1) The offeror certifies that the following supplies qualify as "participating country end products" as that term is defined in the clause entitled "Buy American Act and Balance of Payments Program." (

  Insert line item no.
- (ii) The offeror certifies that the following supplies qualify as "FMS/offset arrangement country end products" as that term is defined in the clause entitled "Buy American Act and Palance of Payments Program," if the Government makes the necessary waivers.

  [ ]. Insert line item r.c.
- (iii) The offeror certifies that the following supplies qualify as "defense cooperation country end products" as the term is defined in the clause entitled "Buy American Act and balance of Payments Program." (\_\_\_\_\_\_\_).

  Insert line item no.
- (c) Offers will be evaluated in accordance with the policies and procedure of FAR Part 25 and DOD FAR Supplement Part 25.

#### 20. CERTIFICATION OF DEEARMENT/SUSPENSION STATUS

- (a) The Offeror certifies with its submission of this offer that it / / is, / xx/ is not (check one) suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from another DOD Agency.
- (b) The Offeror shall provide immediate actice to the Contracting Officer in the event of being suspended, debarred or declared ineligible by any Department or other Federal Agency, or upon receipt of a notice of proposed debarment from another DOD Agency, prior to award of this contract.

**DRYDOCK CERTIFICATION** 

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### DRYDOCK CERTIFICATION (OFFEROR TO FILL IN ALL BLANKS)

, <u>W</u>	illiam H. Zavin II	, hereby certify as follows:
(1)	That I am a duly authorized representation Works which	n is submitting an offer under
	Solicitation No. N626/8-8/-B-0203	<u> </u>
<b>(1</b> 1)	That the offeror has the following the vessel covered in Item 997-11-	drydocks capable of drydocking 001 of the Solicitation:
	N62678-87-B-0203	
	USS ANCHORAGE (LSD-36) SSP #0	41-88 Regular Overhaul
(111)	That one of the drydocks listed in performance of the drydock work und	
(iv)	That none of the drydocks listed in performance of the drydock under I specified in the Solicitation for phecause of pre-existing firm commit during said period.	ten N/A during the period
(v)	That due consideration has been given which the U.S. Government may be enbetween the offeror and the U.S. Government as by the U.S. Government.	rtitled by reason of any agreements evernment under which any of the
(v1)	That the dockmaster in charge of doprofessionally qualified, through these evolutions in a safe and relative organization do satisfy the reconstruction that the contracting Manual. (Note that the contracting Manual)	training and experience, to conduct lable manner. The dockmaster and puirements of Appendix 7-h of the
(v11)	That the drydock operating procedure are in accordance with good marine for the particular vessels to be deprocedures will be followed during	practice and MIL-STD-1625 A/B(SH) ocked/undocked and that these
(viii)	That the drydock listed in (ii) about accordance with Mil-Std-1625 A/B (Swhigh expires on (see certificate	SH). A copy of the NAVSEA certificate
	the Harit	18 September 1987
Signatu	re of Authorized Representative)	(Date of Signature)
Willia	am H. Zavin II	President

# ORY DOCK SAFETY CERTIFICATION Port of Portland

# Portland, Oregon Floating Dry Dock No. 1 (YFD-69)

ON THE BASIS OF A MAINTENANCE PROGRAM AUDIT CONDUCTED 4-7 FEBRUARY 1986. NAVAL SEA SYSTEMS COMMAND HAS DETERMINED THAT FLOATING DRY DOCK NO. 1 (YFD-69). LOCATED AT PORT OF PORTLAND, PORTLAND, OREGON, MEETS THE SAFETY CRITERIA OF MIL-STD-1625A(SH) AND MIL-HDBK-257(SH) AND LIST CONSIDERED ADEQUATE U.S. NAVY SHIPS.

THE MAINTENANCE PROGRAM PROVIDES FOR CONTINUOUS CERTIFICATION IN ACCORDANCE WITH

OPERATIONAL RESTRICTIONS: 12,247 long tons with a minimum freeboard of 18 inches at the pontoon deck as specified in NAVSEA letter 11420 Ser 0705/100

dated: 26 March 1986

R. M. MACGREGOR

DIRECTOR

FACILITIES AND EQUIPMENT DIVISION BY DIRECTION OF THE COMMANDER

# ORY DOCK SAFETY CERTIFICATION Port of Portland

## Portland, Oregon Floating Dry Dock No. 3

ON THE BASIS OF A MAINTENANCE PROGRAM AUDIT CONDUCTED 4-7 FEBRUARY 1986. NAVAL SEA SYSTEMS COMMAND HAS DETERMINED THAT FLOATING DRY DOCK NO. 3, LOCATED AT PORT OF PORTLAND, PORTLAND, OREGON, MEETS THE SAFETY CRITERIA OF MIL-STD-1625A(SH) AND MIL-HDBK-257(SH) AND IS CONSIDERED ADEQUATE TO DRYDOCK U.S. NAVY SHIPS.

THE MAINTENANCE PROGRAM PROVIDES FOR CONTINUOUS CERTIFICATION IN ACCORDANCE WITH

OPERATIONAL RESTRICTIONS: 17,000 long tons with a minimum freeboard of 18 inches at the pontoon deck as specified in NAVSEA letter 11420 Ser 0705/101

dated:

R. M. MACGREGO

DIRECTOR

FACILITIES AND EQUIPMENT DIVISION BY DIRECTION OF THE COMMANDER

# Port of Portland

## Port of Portland Portland, Oregon Floating Dry Dock No. 4

ON THE BASIS OF THE PORT OF PORTLAND FACILITY CERTIFICATION REPORT DATED APRIL 1985, NAVAL SEA SYSTEMS COMMAND HAS DETERMINED THAT FLOATING DRY DOCK NO. 4, LOCATED AT PORTLAND, OREGON, MEETS THE SAFETY CRITERIA OF MIL-STD-1625A(SH) AND IS CONSIDERED ADEQUATE TO DRYDOCK U.S. NAVY SHIPS.

OPERATIONAL RESTRICTIONS: 56,000 long tons (LT) with a KG

of 41.0 feet or less and with a minimum freeboard of 18 inches at B. M. MACGREGOR

the pontoon deck as indicated in DIRECTOR

NAVSEA Letter 11420 Ser 07042/238 FACILITIES AND EQUIPMENT DIVISION BY DIRECTION OF THE COMMANDER dated: 29 July 1986

CERTIFICATION EXPIRES:

April 1990

ATTORNEYS AT LAW

### SEATTLE OFFICE 900 AGC BUILDING, 1200 WESTLAKE AVENUE NORTH, SEATTLE, WASHINGTON 98/09 TELEPHONE (206) 282-4004, TELECOPIER (206) 283-9198

October 12, 1987

Supervisor of Shipbuilding Conversion and Repair, U.S.N. Code 401, - W. L. Brannock, Contracting Officer P. O. Box 215 Portsmouth, Virginia 23705-0215

PROTESTER: Northwest Marine Iron Works

5555 No. Channel Ave., Building 2

Portland, Oregon 97217

(503) 285-7557

ISSUING AGENCY: Supervisor of Shipbuilding

Conversion and Repair, U.S.N. Portsmouth, Virginia 23705

SOLICITATION/CONTRACT: Solicitation N62678-87-B-0203

Regular Overhaul, U.S.S. Anchorage (LSD-36)

Gentlemen:

By letter of September 30, 1987, the Contracting Officer for the subject overhaul, advised Northwest Marine Iron Works ("NMIW") that NMIW's low bid (submitted in response to the Solicitation) had been deemed non-responsive and that NMIW's offer had been rejected. Pursuant to the provisions of Title 31 of the United States Code §§ 3551-3556, the provisions of 4 CFR §§ 21.0-21.12 (1987) promulgated thereunder, and the provisions of FAR 33.102-03 incorporated into the Solicitation, NMIW herein formally protests the Contracting Officer's determination and subsequent rejection of NMIW's offer to perform the regular overhaul of the U.S.S. Anchorage (LSD-36).

#### **FACTS**

On July 15, 1987, NMIW received the referenced Solicitation for the regular overhaul of the U.S.S. Anchorage (LSD-36). The Solicitation required the submission of sealed bids, which were to be publicly opened on August 27, 1987 at 2:00 p.m. Amendment No. 0001 to the Solicitation postponed the bid

RICHLAND OFFICE

GESA BUILDING, SUITE E. 825 GOETHALS, RICHLAND, WASHINGTON 99352

TELEPHONE 1509) 943-6691, TELECOPIER (509) 946-4330

ANCHORAGE OFFICE 310 K STREET, SUITE 603. ANCHORAGE, ALASKA 99501 TELEPHONE (907) 276-4026. TELECOPIER (907) 279-6368

opening date until September 15, 1987. Amendment No. 0004 further delayed the opening until September 23, 1987.

NMIW submitted a timely bid as required by the Solicitation (see Exhibit 1) and, at the bid opening, was announced to be the low bidder.

On September 28, 1987, Mr. W. L. Brannock, Contracting Officer for the Anchorage overhaul, telephoned Mr. William Zavin II, President of NMIW, and advised Mr. Zavin that NMIW's bid had been declared non-responsive (see Exhibit 2). Mr. Brannock confirmed that conversation in a letter dated September 30, 1987 (Serial No. 410R/876) (see Exhibit 3).

Mr. Zavin responded to the Contracting Officer's determination by letter dated October 3, 1987, stating that NMIW intended to file a bid protest (see Exhibit 4). No further action occurred, and NMIW hereby files this protest.

#### BIDDER RESPONSIBILITY AND RESPONSIVENESS

NMIW fully and completely submitted the information required by the Solicitation. The Contracting Officer raises no objection to the material contained therein. However, in addition to, and separate from, the Solicitation, NMIW included certain extraneous and gratuitous information, going to the issue of bidder responsibility (as opposed to bid responsiveness). Although physically separated from the Solicitation, the Contracting Officer cited portions of this information as supporting a determination of non-responsiveness. Specifically, the Contracting Officer focuses upon three statements in NMIW's introductory material:

Specifically, the initial page of our offer states that "(t)his data . . . shall not be disclosed outside the Government . . . ."

Additionally, page 2 of your offer's introduction provides that "Government Furnished Material will be delivered to the Northwest Marine Iron Works facility at Swan Island" while Clause H-7 of the Solicitation states that "the contractor will accept delivery of Government Furnished Material . . . at SUPSHIP Long Beach warehouse . . . ."

Also contained on page 2 is the statement "(t)he drawings, designs, and specifications which have been and are to be provided to NMIW are accurate, current, complete, and not

ambiguous." Section I of the Solicitation, Clause 52.217-7104, "Inspection and Manner of Doing Work", provides that "(t)he Government does not guarantee the correctness of the dimensions, sizes, and shapes set forth in any job order, sketches, drawings, plans, or specifications prepared or furnished by the Government . . . " Furthermore, various individual specifications items provide that "the lengths listed on the reference drawings are approximate . . ."

Contracting Officer's Serial Letter 410R/876, dated September 30, 1987 (see Exhibit 3).

The Contracting Officer felt that the above extraneous statements conditioned NMIW's bid, rendering it non-responsive. However, read in context, each statement is totally consistent with the terms of the Solicitation and does not reflect upon the issue of responsiveness. Each of the Contracting Officer's concerns are addressed individually below.

#### I. GOVERNMENT-FURNISHED INFORMATION

NMIW'S ASSUMPTION REGARDING DRAWINGS, DESIGN, AND SPECIFICATIONS IS FULLY CONSISTENT WITH THE SOLICITATION TERMS AND CONDITIONS, IS CONSISTENT WITH PREVAILING LAW, AND IN NO WAY QUALIFIES, EXPANDS, OR LIMITS THE DUTIES, RESPONSIBILITIES OR OBLIGATIONS OF NMIW OR THE GOVERNMENT.

On Page 2 of the introductory section of NMIW's offering document, NMIW stated, in Paragraph B-3, that it assumed "the drawings, design and specifications which have been or are to be provided to NMIW are accurate, current, complete and not ambiguous." As indicated above, NMIW was notified by the Contracting Officer that this assumption qualified the bid. Specifically, the Contracting Officer alleged that the qualification was in conflict with a bidders question which stated:

Various items call out in para 4.1 "The pipe lengths listed on the referenced drawings are approximate and actual lengths should be determined by the contractor at the time of the ship check for preparation of bid."

and the response which stated:

(h) The Government does not guarantee the correctness of the dimensions, sizes and shapes set forth in any job order, sketches, drawings, plans or specifications prepared or furnished by the Government, except when a job order requires that the work be performed by the Contractor prior to any opportunity to make the necessary inspection. The Contractor shall be responsible for the correctness of the shape, sizes and dimensions of parts to be furnished hereunder except as above set forth and other than those furnished by the Government.

As per Chapter 4, Clause 5, Para H. of M.S.R. Contract.

Bidders Question dated 26 August 1987 (see Exhibit 5).

Apparently, the Contracting Officer has determined that NMIW's assumption somehow conflicts with or qualifies the disclaimers contained on the individual drawings or Clause 5(h) of the MSR Agreement incorporated into the Solicitation. However, as discussed below, NMIW's assumption is fully consistent with the Solicitation conditions and the prevailing law.

NMTW's assumption does not qualify the terms of the solicitation and is consistent with all disclaimers and warnings provided on the drawings, specification items, or other bidder's questions, and does not affect the quality, quantity or price of the bid.

NMIW's assumption regarding drawings and specifications stated that its bid was based on the fact that the Government-furnished information was accurate, current, complete, and not ambiguous. There is nothing inconsistent with this statement and the Solicitation terms, drawing notes, or clauses in the MSR Agreement. NMIW's clause merely states that what the Government provides as Government-furnished information, comments, and/or notes is accurate in what is represented. By accurate, NMIW has based its bid on what is stated on the drawings and specifications. If the Government's drawing states that pipe lengths are approximate, then NMIW assumes that this is a true

and accurate statement putting NMIW on notice that verification is required. In other circumstances, such as the bidder's question of August 3, 1987, marked as Question No. 0006, a bidder asked:

As it will be impossible to determine lengths of cable until each assembly is removed, for estimating purposes, how much cable of each size will be required to accomplish the requirements of Paragraph 3.3?

In response, the Government stated in its answer:

Utilize ref. 2.B for <u>exact</u> lengths of cable. [Emphasis added] [see Exhibit 6].

In this instance, NMIW assumes that the Government's comments are accurate, and that it can utilize the quoted reference for exact lengths of cable.

On another bidder's question dated August 3, 1987, marked as Question No. 0002, a bidder asked what were the lengths of ladders required to be renewed under certain specification paragraphs. In response, the Government provided the specific number of treads required for each ladder in question (see Exhibit 7). In this instance, NMIW assumes that what the Government stated is accurate.

NMIW also assumed that the information was current, however, this assumption is merely that the Government-furnished information is the most current data available--depicting true locations and arrangements of equipment and systems. NMIW also assumed that the information was complete and not ambiguous. This assumption, like its assumption on accuracy, merely assumes that the Government-furnished information is clear, and that information is not missing or misleading.

NMIW, like any other reasonable bidder, can only base its bid on the information provided by the Government in its drawings, designs, and specifications. Its bid can only be based on the assumption that what the Government has specified, stated, or described, is an accurate reflection of the condition of the vessel, or the design as known. NMIW, like any other bidder, must make the assumption that the Government's drawings, comments, bidders' responses, etc. are accurate statements reflecting the current condition of the vessel. This assumption

states nothing more. It does not state, as the Government appears to suggest, that all <u>dimensions</u> are accurate.

The assumption does not conflict with the Solicitation terms and conditions, and does not affect the price, quantity, quality, or delivery terms of its bid. An assumption regarding Government-furnished information, when it does not affect quantity, quality, price, or delivery, is not grounds for a determination that NMIW's bid is non-responsive. See Ace Federal Reports, Inc., 86-2 Comp. Gen. Proc. Dec. 18, (1986). Nothing in NMIW's assumption qualifies, limits, or shifts liability of any drawing note, disclaimer, or specification item as written in the Solicitation.

NMTW's assumption is consistent with the prevailing law that the implied warranty of accuracy in Government specifications cannot be overcome by broad exculpatory language which would negate other contractual provisions and remedies.

The Contracting Officer's letter Serial 410R/876 of 30 September 1987 to NMIW stated that NMIW's assumption qualified Section I of the Solicitation, Clause 52.217-7104. NMIW's assumption does not qualify, and is not inconsistent with, the clause referenced by the Contracting Officer.

A major area, in which entitlement for an equitable adjustment has been found, is where the specifications or drawings provided by the Government contain errors or omissions which significantly hinder performance. Recovery for defective Government specifications may be grounded on the theory of implied warranty where the Government has furnished faulty drawings and specifications in the contract. This basic doctrine of implied warranty of specifications was distinctly stated in United States v. Spearin, 248 U.S. 132, 135, 63 L.Ed. 166, 39 Sup.Ct. 59 (1918):

The general rules of law applicable to these facts are well settled. Where one agrees to do, for a fixed sum, anything possible to be performed, he will not be excused or become entitled to additional compensation, because unforeseen difficulties are encountered . . . . [I]f the contractor is bound to build according to plans and specifications prepared by the owner, the contractor will not be responsible for consequences of defects in the plans or specifications [citation]. This responsibility of the owner is not overcome by

the usual clause requiring builders to visit the sites, to check the plans, and to inform themselves of the requirements of the work, as is shown by <a href="Christie v. United States">Christie v. United States</a> 237 U.S. 234, 59 L.Ed. 933, 35 Sup.Ct.Rptr. 565, Hollerbach v. United States, 233 U.S. 165, 58 L.Ed. 898, 34 Sup.Ct.Rptr. 553, and <a href="United States v. Utah N. & C. Stage Co.">United States v. Utah N. & C. Stage Co.</a>, 199 U.S. 414, 50 L.Ed. 252, 26 Sup.Ct.Rptr. 69 where it was held that the contractor should be relieved if he was misled by erroneous statements in the specifications.

Where the owner has furnished detailed plans and specifications, the courts have held that this is an expression of the owner's intent to assume the risk. Appeal of Consolidated Diesel Electric Corp., ASBCA No. 10486, 67-2 BCA para. 6,669 (1967). The Government, however, states that Clause 5(h) of NMIW's MSR Agreement disclaims liability for inaccuracies in the drawings and specifications. The Contracting Officer's argument, however, is not consistent with the prevailing law on Government disclaimers.

Attempted exculpatory and restrictive statements have been consistently disregarded by the Court of Claims and the Boards when those disclaimers are so broad so as to nullify other clauses and provisions of the contract. See Appeal of Bethlehem Steel Corp., ASBCA No. 13341, 72-1 BCA para. 9,186 (1972) wherein the Board stated:

Both the Supreme Court and the Court of Claims have rendered numerous decisions refusing to interpret disclaimer and exculpatory provisions included in Government contract specifications so as to relieve the Government from its normal obligations under such standard contract clauses as the changes, changed conditions, and Government-furnished property clauses. [Citations]. The Court of Claims has been quite candid in refusing to give full literal effect to specification provisions calculated to render nugatory the normal effect of standard mandatory contract provisions such as the changes clause.

The Board in <u>Bethlehem Steel</u>, <u>supra</u>, continued to discuss exculpatory provisions:

The extent to which the Court of Claims has gone in refusing to interpret specifications provisions as destroying the normal effect of standard contract clauses is indicated by two of its decisions reversing decisions of this board. Radio Condenser Co., ASBCA No. 8149, 1963 BCA para. 3931, involved a claim under the standard Government-furnished property clause based on the unsuitability of Government-furnished microfilm. In addition to the standard Government-furnished property clause in the general provisions, the contract schedule contained a provision stating that the Government-furnished items "are furnished for such information and assistance as they may provide the contractor" and that the Government does not "represent that the microfilm is legible in all or in any particular part or that the drawings on which the microfilm was made are complete and accurate in any respect or in any particular part and it does not represent that the equipment" can be made from the Governmentfurnished drawings or that the Governmentfurnished drawings or microfilm "will meet the performance or any other requirements of the contract." The contract contained an "order of precedence" clause making the schedule preemptive over the general provisions. board held that the schedule provision was effective in accordance with its terms and denied the appeal. This decision was reversed by the Court of Claims in Thompson Ramo Wooldridge, Inc. v. United States, supra, wherein the court found a way of interpreting the schedule provision without bringing it in conflict with the normal coverage of the standard Government-furnished property clause.

The other case, <u>Telecomputing Corp.</u>, ASBCA No. 7154, 1962 BCA para. 3620, was similar to <u>Radio Condenser Co.</u>, <u>supra</u>, in containing the standard Government-furnished property clause and also a special provision which stated that the Government's making available of the Government drawings "shall not constitute a representation by the Government, either express or implied that such drawings, which are solely for informational and guidance

purposes, are accurate or complete." The Board's decision in <u>Telecomputing</u> was reversed by the Court of Claims in <u>Whittaker Corp. v.</u>
<u>United States</u>, 443 F.2d 1373 (Ct. Cl. 173-66, decided 11 June 1971, in which the court gave the special provision such limited effect as not to impinge upon the "suitability for use" provision of the standard Government-furnished property clause.

While broad disclaimers, which negate other contractual terms are held ineffective, the Government may utilize an "effective disclaimer" of Government responsibility for specific drawings or specification items. Appeal of Wiggins Electric Co., DOT CAB No. 1102, 80-2 BCA para. 14,758 (1980). Referring to Bethlehem Steel, the Department of Transportation Contract Appeals Board distinguished an "effective disclaimer" from broad exculpatory clauses:

In <u>Bethlehem Steel</u> the Government attempted to shift responsibility for a defective specification by relying on a provision which made the contractor responsible for assuring the structural plans were accurate for their intended purpose. Such broad exculpatory clauses purporting to absolve the Government of responsibility when the drawings and specifications differ from actual conditions are not applied literally and do not relieve the Government of liability.

In <u>Wiggins Electric</u>, <u>supra</u>, the Board reviewed specific exculpatory language on window drawings and considered whether the disclaimers were effective. The Board determined that, in that instance, warnings on specific drawings were effective disclaimers putting the contractor on notice. Applied to NMIW's assumptions, <u>Wiggins Electric</u> and <u>Bethlehem Steel</u>, provide the necessary guidance regarding the effectiveness of the disclaimers contained in the Solicitation's terms and conditions.

NMIW's assumption was that the specifications, drawings, and designs, were accurate in their representations. For those specific instances in which NMIW was warned that exact lengths of pipe would have to be verified during the pre-bid investigation, NMIW has taken appropriate steps to determine these lengths. NMIW had a team of four persons investigate the vessel prior to bid, including the videotaping of numerous systems from which to prepare its bid. In other instances, such as the bidder's

questions that referred to ladders and cable, NMIW has assumed that the Government's responsive statements were also accurate.

In those instances where there is no disclaimer or warning, the Government cannot use such broad exculpatory language (as referenced in Clause 5(h) of the MSR Agreement) to absolve itself of any and all other errors in the plans or specifications. To do so would nullify the effects of the implied warranty of accuracy of Government information, and the Changes and Notification of Changes clauses of the subject contract.

NMIW's assumption regarding Government-furnished information is fully consistent with the Solicitation and the prevailing law. The assumption does not qualify the quantity, quality, price, or delivery terms of the Solicitation. The assumption does not qualify the bid, and does not qualify, expand, or limit the duties, responsibilities, or obligations of NMIW or the Government. The assumption has not affected either the Government's, nor NMIW's, obligations under the contract, nor has it shifted any liability or risk of loss regarding the designs or specifications. The assumption merely states the same basic assumption that all bidders would have to make: accurate statements, current data, complete and unambiguous Government-furnished information.

NMIW's assumption does not impose any condition that would serve to modify the terms of the Invitation for Bids. NMIW's assumption does not render its bid non-responsive.

#### II. <u>GOVERNMENT-FURNISHED MATERIAL</u>

NMIW'S ASSUMPTION CONCERNING THE DELIVERY OF GOVERNMENT-FURNISHED MATERIAL IS TOTALLY CONSISTENT WITH THE SOLICITATION, AND IN NO MANNER CONDITIONS OR MODIFIES THE TERMS OF THE SOLICITATION.

The Contracting Officer takes exception to NMIW's second introductory assumption, which states:

The Government-Furnished Material will be delivered to Northwest Marine Iron Works facilities at Swan Island in a timely manner and in the condition and quantities necessary for ship overhaul.

Introduction, p. 2 (see Exhibit 1). The Government contrasts this assumption with Section H-7 of the Solicitation entitled Pick-Up of GFM by Contractor:

(a) Upon notification of job order award by the cognizant SUPSHIP PORTSMOUTH representative, the contractor will accept delivery of Government-Furnished Material cited in the Solicitation package at SUPSHIP LONG BEACH warehouse, Long Beach, California. The successful offeror is to telephone (213) 547-6458 to coordinate the pickup of Government-Furnished Material. Such Government-Furnished Material that is not available at the time of turnover will be forwarded to the Contractor's plant at Government expense.

Solicitation No. N62678-87-B-0203, Clause H-7, p. 15 of 56.

NMIW's assumption is totally consistent with the H-7 language. The Solicitation defines two categories of Government-Furnished Material: (1) material which is available at the time of "turnover"; and (2) that which the Navy will make available at a later date. For material available at turnover, the contractor is to arrange for pickup at the SUPSHIP warehouse in Long Beach, California. The contractor is to then have that material shipped to its repair yard. NMIW included \$40,000 in its bid for this pickup and shipment (see Exhibit 8). NMIW's assumption is merely that the Navy will facilitate this pickup in a timely manner. NMIW assumed that the turnover materials will be available at the Long Beach warehouse in the condition and quantities necessary for the overhaul. NMIW assumed that the Navy will have these materials organized so as to not delay NMIW's shipment of the same to Swan Island.

Under Clause H-7, all GFM required for the overhaul, but not available at turnover, is to be shipped by the Government, at the Government's expense, to the contractor's plant (in this case Swan Island). For these materials, NMIW assumed that the Government would not impede the overhaul by delaying delivery of "post-turnover" GFM. This assumption is clearly in accords with the FAR provisions incorporated into the Solicitation.

Page 31 of 56 of the Solicitation incorporates by reference FAR 52.217-7128 entitled Government Property. That section adopts the provisions of FAR 52.245-2, GOVERNMENT

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PROPERTY (FIXED-PRICE CONTRACTS) (APR 1984), which states in pertinent part:

- (a) Government-Furnished Property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-Furnished Property described in this Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-Furnished Property").
- (2) The delivery or performance dates for this contract are based upon the expectation that Government-Furnished Property suitable for use (except for property furnished "as-is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.
- (3) If Government-Furnished Property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in Paragraph (h) of this clause.
- (4) If Government-Furnished Property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with Paragraph (h) of this clause.

\* \* \*

- (h) Equitable Adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for -
- (1) Any delay in delivery of Government-Furnished Property;
- (2) Delivery of Government-Furnished Property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-Furnished Property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

\* \* \*

FAR 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (APR 1984) (Emphasis added).

Under the 52.245-2 provisions, NMIW is clearly entitled to an equitable adjustment (beyond the bid, or contract, amount) for any delay resulting from the Government's failure to furnish the required GFM "in a timely manner and in the condition and quantities necessary for [the] ship overhaul". NMIW would be entitled to such an equitable adjustment regardless of whether the Navy delayed NMIW's pickup of the "turnover" material, or whether it delayed its subsequent delivery of "post-turnover" requirements. NMIW's "assumption" is only that the Navy will comply with its contractual obligations, including the obligation to compensate NMIW (beyond the amount of the bid) for Government-caused delays in the delivery of GFM. In light of the 52.245-2 provisions, NMIW's second assumption is completely in accords with the terms and conditions of the Solicitation.

NMIW's position is well supported by both case law and the decisions of the various Boards of Contract Appeals. The General Services Board of Contract Appeals found a contractor

entitled to an Equitable Adjustment, under various provisions of the Government's Standard Form 23A (1964 edition), where the Government's delay in providing Government-furnished lamps forced an electrical subcontractor to incur added installation costs.

See Appeal of NAB Construction Corp., GSBCA 2863, 72-2 BCA para.

9496 (1972), where the Board said in pertinent part:

Lamps to be installed in the fixtures were to be furnished by the Government. . . . On August 15, when the lamps finally arrived, the subcontractor was obliged to re-erect its scaffolding in order to install the lamps. We find this to be a changed sequence in the work and a constructive change of the contract. Appellant [contractor] is entitled to equitable adjustment for the electrical subcontractor's additional work in having to install these lamps as a separate task rather than concurrently with the installation of the fixtures into which they were placed.

<u>Id</u>. at 44,239.

The ASBCA reached the same conclusion under the then existing Government-Furnished Property clause (ASPR 13-702), in the <u>Appeal of International Aircraft Services</u>, Inc., ASBCA 8389, 65-2 BCA para. 4793 (1965):

Appellant is entitled to an equitable adjustment in price for the increased costs of performance reasonably incurred as a result of the Government-furnished kits not being delivered to the contractor at the proper time in a condition suitable for their intended use. The Court of Claims has defined the term "suitable for use" in the Standard Department of Defense Government-Furnished Property clause as comprehending more than that the physical requirements are capable of being met and the end result capable of being produced through the use of the Government-Furnished Property and as meaning that the Government-Furnished Property is suitable from a production standpoint for the type of performance contemplated by the contract, "taking into consideration the background of price and delivery schedules". [Citation omitted]. Suitability must be determined in the context of the contract as a whole, and in

order for the Government property to meet the suitability test it must be suitable for use for the type of performance contemplated by the contract.

<u>Id</u>. at 22,758; <u>citing Topkis Bros. Co. v. United States</u>, 297 F.2d 536 (1961).

International Aircraft was affirmed by the Armed Services Board of Contract Appeals in its recent disposition of the Appeals of Oxwell, Inc., ASBCA 27523 and 27524, 86-2 BCA para. 18,967 (1986). There, the contractor sought an equitable adjustment for additional costs resulting from the Government's failure to timely deliver Government-furnished aircraft maintenance parts:

Oxwell's claim is not overly complicated. It contends that Government delayed performance of turbopump overhauls by failure to adequately and timely supply needed parts; that although Government assigned extra tasks to fill the time voids created by the lack of parts and paid for such extra tasks, the delays, nevertheless, slowed down Oxwells' production and efficiency such as to greatly increase the labor hours consumed in each overhaul as compared with the hours that would have been consumed had the parts been available.

Government replies to Oxwell's arguments by claiming that Oxwell failed to give proper notice to the administrative contracting officer; that Oxwell failed to prove parts shortages occurred; that even if parts shortages occurred, Oxwell failed to prove that the shortages affected production; and that Oxwell's calculations of losses are a total cost method of recovery which should not be allowed.

We find no merit in Government's arguments and readily find that Oxwell is entitled to an equitable adjustment in the contract prices of the two contracts under the facts proven in these appeals.

Where no specific time for delivery of GFP is specified in the contract, Government is under

a duty to delivery the GFP in sufficient time for it to be installed in the ordinary and economical course of performance.

<u>Id</u>. at 95,776 (Emphasis added); <u>citing Kiewit Sons Co. v. United States</u>, 151 F.Supp. 726 (Ct. Cl. 1957); <u>Thompson v. United States</u>, 124 F.Supp. 645 (Ct. Cl. 1954). Additionally, the ASBCA noted:

In addition when Government agrees to furnish parts for the contractor to use in accordance with Government's rigid and precise specifications, Government is under a duty to furnish the parts not only in a timely manner but in a complete and proper manner so as to permit the contractor to perform completely and efficiently.

Id. (Emphasis added); citing Appeal of Sumergrade & Sons, Inc., ASBCA 11916, 68-2 BCA para. 7,221 (1968); Appeal of International Aircraft Services, Inc., ASBCA 8389, 65-1 BCA para. 4,793 (1965).

NMIW's introductory assumption that the Navy would not impeded NMIW's access to both "turnover" and "post-turnover" GFM is completely consistent with the express and incorporated terms of the Solicitation; as well as the Board decisions and holdings of the Court of Claims set forth above.

## III. PROPRIETARY LANGUAGE LIMITATION

THE PROPRIETARY RIGHTS CLAUSE CONTAINED IN NMIW'S OFFERING DOCUMENT REFERRED ONLY TO THE UNSOLICITED INTRODUCTORY MATERIAL, DID NOT PREVENT DISCLOSURE OF THE BID PRICE, AND DID NOT RENDER NMIW'S BID NON-RESPONSIVE.

The Contracting Officer has determined that the proprietary rights language preceding NMIW's offer prevented public disclosure of the offer's material terms and thus determined the offer to be non-responsive. NMIW's offer, however, is responsive. The proprietary provision referred only to the unsolicited introductory information which preceded the offer, explained the bidder's capacity to perform the project, and described the methodology by which the bidder calculated its total price. The descriptive information, to which the proprietary restriction applied exclusively, was not required by the Government in order to evaluate NMIW's offer. Therefore,

inclusion of the limited proprietary language did not restrict the public opening nor the evaluation of NMIW's bid.

The Solicitation did not require the bidder to include the cover letter, index, or introduction, provided by NMIW. It only required the bidders to submit Standard Forms 1411 and 33, along with certain Government-supplied forms contained within the Solicitation document (entitled "Section B-Supplies/Services and Prices, Section G (G1-G4) Contract Administration A Data, Section H-20 Milestones, H-21 Tug and Pilot Services, H-22 Drydock Certification, and Section K Representations Certifications and Other Statements of Offerors"). NMIW provided each document required by the Solicitation, and the Contracting Officer takes no exception to that material. The introductory material, questioned by the Contracting Officer, was not in any way required by the Solicitation.

Analysis of the plain meaning of the proprietary language, the location of the proprietary rights provision within the introductory material—preceding the required forms, and other indicia of the bidder's actual intent leads to the conclusion that the only reasonable interpretation of NMIW's bid is to read the proprietary rights language as relating only to the unsolicited introductory material.

The proprietary language contained in NMIW's introductory material states:

This data, furnished in connection with Requests for Proposal No. N62678-87-B-0203, shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided, that if a contract is awarded to this offer [sic] as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose. This restriction does not limit the Government's right to use information contained in all sections of the Northwest Marine Iron Works' Proposal.

(See Exhibit 1).

The most reasonable way to read this language is to apply the restriction only to "data" furnished "in connection

with "NMIW's offer. That reading is most consistent with the plain meaning of the words "data" and "in connection with".

Data is defined in Webster's New World Dictionary (Second Concise Edition, 1975) as "things known or assumed; facts or figures from which conclusions can be inferred; information." The phrase "in connection with" is defined in the same source (under the definition of connection at p. 160) as "1) together with, 2) with reference to." Reading the definitions together establishes a clear separation between the Solicitation and the data furnished with reference to it. Because the Solicitation did not require that any "data" be submitted (other than that required on the Solicitation forms) the only "data" furnished in connection with NMIW's proposal was the introductory information which contained the assumptions or information upon which NMIW based its bid. Thus, the plain meaning of the proprietary language manifests the fact that it applies only to the introductory material.

The plain language of the proprietary provisions contains another indicator of NMIW's intent. The language states that the data furnished in connection with NMIW's "proposal" is not to be disclosed. It does not say that NMIW's "bid" is not to be disclosed. NMIW obtains most of its Government contracts by Request for Proposals (RFP) which typically include the proprietary language provision. The ship building and repair industry occassionally uses the terms "proposal" and "bid" interchangeably, as do other industries that contract with the Government. Assuming that the terms are interchangeable, NMIW could not restrict any use of the information solely by placing the questioned clause in the introductory material. More is required.

The Comptroller General has previously stated that vendors in the automated data processing community used the terms "proposal" and "bid" interchangeably, with the result being that proprietary language similar to that contained in NMIW's bid document required rejection of a "bid" despite the offeror's argument that the language's reference to a "Proposal" rendered it inapplicable to a bid. See Automated Business Systems and Services, Inc., Comptroller General Slip Opinion No. B-207380 (June 30, 1982)

NMIW's proprietary provision also refers only to data furnished in connection with its "proposal". NMIW, however, does not assert that its proprietary rights provision is inapplicable because it refers to a proposal, and not a bid. Rather, NMIW asserts that the reference is indicative of its intent to limit

the proprietary language's application to only the unsolicited introductory material.

If the words "bid" and "proposal" are construed to be interchangeable, it follows that the procedure for restricting disclosure of information contained in a proposal would also be required to restrict disclosure of information contained in a bid—if the bidder intended the proprietary language to apply to the bid's material terms.

Federal Acquisition Regulation 52.215-12 prescribes the procedures for restricting disclosure of the data in RFP's. It requires that offerors insert a proprietary language clause on the title page and mark each sheet of data it wishes to restrict. NMIW did not mark "confidential" on any of the Solicitation's required pages, as it would have had to do had it intended to restrict disclosure of any information (other than the unsolicited introductory material).

Another indicator of NMIW's intent is the physical location of the proprietary provision within the bid document (See Exhibit 1). The proprietary language provision immediately follows the cover letter and precedes the unsolicited index and introductory material. Those materials are physically separated, by blue divider paper, from the standard forms required by the Solicitation. The fact that the proprietary provision is physically separate from the Solicitation's required forms, and the fact that none of the required forms are stamped or marked "confidential", clearly indicates NMIW's intent that the proprietary provision apply only to the unsolicited introductory material (furnished in connection with the Solicitation).

NMIW's use of proprietary language to restrict only the unsolicited introductory information is factually distinct from those Comptroller General Decisions which have rejected bids containing proprietary language. The Comptroller General has found bids to be non-responsive when the proprietary language restricts the disclosure of an essential element of the bid (relating to the price, quantity, quality, or delivery terms). However, a review of relevant Comptroller General Decisions reveals that NMIW's offer is factually distinct, and that no decision has required rejection of a bid when the proprietary language referred only to unsolicited introductory material.

In <u>VACAR's Battery Manufacturing Co., Inc.</u>, Comptroller General Decision No. B-223244.2 (June 30, 1986), the Comptroller General upheld the procuring agency's rejection of a bid containing a statement signed by the president of a company which read in relevant part, "This completed bid package is

confidential. The viewing of this package is restricted to officials of the Defense Logistics Agency." The proprietary language in <u>VACAR</u> clearly referred to the entire or "completed" bid package. NMIW's proprietary provision did not contain any reference to the "completed" bid.

The Comptroller General denied a protest in <u>Prime</u>
<u>Computer, Inc.</u>, Comptroller General Decision NO. B-204848
(January 7, 1982) when the protester's bid restricted disclosure of its <u>price</u> term. NMIW did not restrict its price term nor did its proprietary language provision refer to price. It is reasonably clear from the face of NMIW's bid that the proprietary language referred only to the introductory materials.

In Northern Telecom, Inc., Comptroller General Decision No. B-209412, a bid was rejected because its cover letter stated, "All information [emphasis added] contained in our response is to be considered proprietary . . ." and each page of the bid was stamped "Proprietary Information". Similarly, in IFR, Inc., Comptroller General Decision No. B-203391.4 (April 1, 1982), the rejected bidder submitted a cover letter and a title page containing proprietary rights language with explicitly restricted the disclosure of "each page of . . ." the sections required by the bid document. On section specifically affected by the proprietary language was the bidder's price term.

The Comptroller General's Decision in <u>Alamogordo</u>, No. B-204742 (December 21, 1981) is also factually distinct in that the objectionable proprietary language specifically referred to the bidder's enclosed "completed Solicitation . . ." and stated that the information contained in "this document" is proprietary. The proprietary language contained in NMIW's bid document clearly refers only to the introductory data. Not one page of the required bid document was stamped or marked "proprietary", nor did NMIW's proprietary provision refer in any way, to the sections required by the Solicitation.

The purpose and effect of NMIW's proprietary provision are similar to the restrictive language analyzed by the Comptroller General in <u>Ace-Federal Reporter's, Inc.</u>, 54 Comp. Gen. 340 (November 6, 1974). In that case, the low bidder submitted, as required by the Solicitation, an information sheet outlining its business background and experience (including a list marked "Confidential" which contained the names and addresses of the bidder's representatives who would be performing various services). That list was not disclosed at bid opening. The second lowest bidder protested arguing, in part, that the lower bidder's demand for confidentiality impeded a public

opening and full disclosure of its bid. The Comptroller General denied the protest stating:

The information was required by the solicitation and did not relate to the obligation of the bidder to perform the contract with respect to price, quantity and delivery, but rather dealt with the capacity or ability of the bidder to perform. question of a bidder's ability to perform a proposed contract, as opposed to his compliance with the material terms and conditions of an invitation for bids, is a question of responsibility rather than of responsiveness . . . . In view of the fact that the information required to be furnished in the instant procurement dealt solely with the bidder's responsibility, and since the applicable regulation prohibits its disclosure, the restriction of confidentiality imposed on the disclosure of that information by Hoover did not require rejection of its bid as non-responsive and did not undermine the integrity of the competitive bidding system.

The unsolicited introductory material contained in NMIW's bid also related to matters of its responsibility. The material described the employees who would be performing vital functions, and it outlined some factors which the company analyzed in compiling its fixed sum bid. In <a href="Ace-Federal">Ace-Federal</a>, the Comptroller General found the bid responsive even when proprietary language restricted disclosure of <a href="required">required</a> information regarding the bidder's responsibility. NMIW's bid should not be rejected because it restricts disclosure of information regarding its responsibility—information <a href="not">not</a> required by the IFB.

For the reasons discussed above, it is reasonably clear on the face of NMIW's bid that the proprietary language restricted only the unsolicited introductory information. Therefore, disclosure of the bid's material terms was not restricted. The bid was responsive to the Solicitation and NMIW was bound, unequivocally, to the terms of the Solicitation.

## CONCLUSION

The foregoing legal and factual grounds support a determination that NMIW's bid is responsive, and that NMIW is

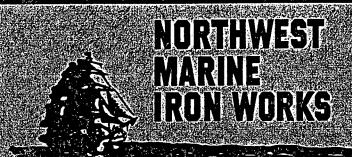
entitled to the award of the regularly-scheduled overhaul of the U.S.S. Anchorage, Solicitation/Contract No. N62678-87-B-0203. NMIW respectfully requests that the Contracting Officer set aside his earlier determination of non-responsiveness, declare NMIW's bid to be responsive, and award NMIW the subject contract, pursuant to the Armed Services Procurement Statutes and Regulations.

Respectfully submitted,

TAYLOR & HINTZE

RANDALL D. ZUKE Attorneys for Northwest Marine Iron Works

RDZ:jmr



PORTLAND OREGON

PRICE PROPOSAL

FOR THE REGULAR OVERHAUL OF

USS ANCHORAGE (LSD=36) \*\* SSP #04[-88\*\*

> SOLICITATION: NO : N62678=87=B=0203 DATED : 10: JULY : 1987

> > EXHIBITAND CHECK

MAILING ADDRESS: P.O. BOX 3109

PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2

PORTLAND, OREGON 97217

PHONE: (503) 285-7557

TWX ·

910-464-6107 NORMARINE PTL

18 September 1987

Supervisor of Shipbuilding Conversion and Repair, USN Building 15 NNSY Code 410 - Dianne Robinson Portsmouth, Virginia 23705-0215

Dear Sir:

On behalf of our superb Northwest Marine Iron Works team, I am pleased to present our proposal for the regular overhaul of the USS ANCHORAGE (LSD-36). I have thoroughly reviewed this proposal and am confident that it represents the best approach for accomplishing the specified work scope.

We have a long history of successfully accomplishing complex and difficult new construction, alteration and repair projects. We have consistently redelivered combatants to the Government well ahead of schedule with highest quality. Based on our history and the excellent outcome of the USS DULUTH (LPD-6) project, I am confident of our ability to accomplish this large modernization project in a like manner. The USS ANCHORAGE (LSD-36) overhaul meshes extremely well with our plans and project work schedule. We have the facilities, personnel, and management tools in excess of that which is required for this project. We have in place, the latest automated project tracking and management systems which are required for this project. Our system will produce all reports necessary to keep SupShip and the Commanding Officer fully abreast of cost and schedule status.

The team of people who developed this comprehensive proposal is the same team who will manage the overhaul. This team recently performed in a superior manner on the overhaul of the the USS DULUTH (LPD-6). Our approach to proposal generation has achieved the total commitment to the proposal by all of our key management and production personnel. This practice assures me that this project will be completed on time with superior quality.

Based on our many years of experience in performing similar work, we are convinced that this proposal offers the best, logical, systematic and realistic approach for the successful conduct of the project at the lowest reasonable price. Our cost estimate reflects this proven history and approach. I will personally monitor this project to assure that our commitment to excellence is maintained, that the resources of the company are mobilized in the most efficient and effective manner, and that our performance of this contract reflects our goal of providing a quality overhaul at the lowest cost to the Government. Cost effectiveness is of paramount importance to all of us. I will exercise all the powers of my office to ensure these goals are achieved with the lowest possible risk presented to the Government.

Very truly yours,

William H. Zavin II

President

## **PROPRIETARY RIGHTS**

This data, furnished in connection with Request for Proposal No. N62678-87-B-0203, shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal; **provided**, that if a contract is awarded to this offer as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose. This restriction does not limit the Government's right to use information contained in all sections of the Northwest Marine Iron Works proposal.

**CONTRACT PRICING PROPOSAL** 

# **INDEX**

# INDEX

# USS ANCHORAGE (LSD-36)

# CONTRACT PRICE PROPOSAL SOLICITATION NO. N62678-87-B-0203

- Introduction
- Standard Forms 1411 and 33

Sections:

B Supplies/Services and Prices

G-3 Payment Address

G-4 MSR Agreement/Agreement for Boat Repair Number

H-20 Milestones

K Representations, Certifications and Other Statements of

Offerors

• Drydock Certification

# **INTRODUCTION**

# INTRODUCTION

The following information and assumptions form the basis for the estimated cost reflected in the enclosed Cost Proposal for USS ANCHORAGE (LSD-36).

### A. INFORMATION

## 1. PLACE OF PERFORMANCE

The contract will be performed at the Swan Island facilities of Northwest Marine Iron Works. These facilities are located at:

Northwest Marine Iron Works 5555 N. Channel Avenue Portland, Oregon 97217 Phone: (503) 285-7557

### 2. GOVERNMENT AUDITORS

Audit of Northwest Marine Iron Works is performed by:

Defense Contract Audit Agency 620 S.W. Main Street, Room 206 Portland, Oregon 97205 Phone: (503) 221–2800

## 3. CONTRACT ADMINISTRATION

Contracting Officer:

Supervisor of Shipbuilding, Conversion and Repair, USN P.O. Box 215 Portsmouth, Virginia 23705-0215

## 4. PERIOD OF OFFER

This offer is valid for one hundred twenty (120) days from date of this offer.

## 5. CONTRACT TYPE

Contract to be awarded will be a Firm Fixed Price Contract or as negotiated with the Government.

## 6. PERIOD OF CONTRACT PERFORMANCE

The period of contract performance is to be from date of award to completion of production as set forth by the terms of the awarding contract.

202 965 1729

## **INTRODUCTION - Page 2**

#### B. ASSUMPTIONS

The following assumptions have been used in estimating and formulating cost:

#### 1. COST REALISM

Our price and technical proposals have been formulated in such a manner to ensure that they are both reasonable and realistic. We have carefully examined the cost returns obtained from our recent Navy ship overhauls. These cost returns, based on current experience and appropriately adjusted for our learning curve, are incorporated in the data base of our estimates for this solicitation. The prices in this proposal also incorporate the cost returns and knowledge gained from other current contracts in hand.

## 2. GOVERNMENT FURNISHED MATERIAL

The Government Furnished Material will be delivered to the Northwest Marine Iron Works facilities at Swan Island in a timely manner and in the condition and quantities necessary for ship overhaul.

## 3. DESIGNS, DRAWINGS AND SPECIFICATIONS

The drawings, designs and specifications which have been and are to be provided to NMIW are accurate, current, complete and not ambiguous.

## 4. SHIP'S AVAILABILITY

The ship will be available for production as set forth by the terms of the awarding contract.

## C. RESPONSIBLE NMIW PERSONNEL

## 1. CONTRACT NEGOTIATIONS

Contract negotiations on behalf of NMIW will be performed by:

Bob Gavin (503) 285-7557

#### 2. ACCOUNTING

The accounting for costs on subject contract will be performed by Ted Sharp (503) 285-7557.

STANDARD FORMS 1411 and 33

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SECTION B SUPPLIES/SERVICES AND PRICES

SECTION G-3 PAYMENT ADDRESS

SECTION G-4 MSR AGREEMENT/AGREEMENT FOR BOAT REPAIR NUMBER

SECTION H-20 MILESTONES

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

SOLICITATION NO. NOTCE !

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## ADVERTISED (IFB)

## SECTION B - SUPPLIES/SERVICES AND PRICES

Item	<u>Description</u> <u>Price</u>					
0001		r and accomplish the Regular ROE) of the USS ANCHORAGE	\$14,368,680			
	<b>0</b> 001AA	Repairs D & F Alts (TYCOM)	\$ <u>11,301,23</u> 6			
	0001AP	"K" Alts (NAVSEA)	<b>\$ 2,936,54</b> 0			
	0001AC	Messing and Berthing	\$ 130,904			
	0001AI	"ORD" Alts (NAVSEA)	Deleted by \$Amend 0003			
0002	List (CDRL	tem 0001. See Contract Data Requirem ), Exhibit A. Price for applicable d ncluded in the price for each SUK-CLE	ata			
<b>0</b> 0003	CCC1. See	ng technical Documentation (PTD) for CDRL, Exhibit B. Price for applicab be included in the price for each				

CLIN TOTAL shall be equal to the sum of all SUB-CLIN Totals.

The following Verk Item Specifications costs must be shared by NAVSEA and the TYCOM in proportion to the amount of work being accomplished for each SUB-CLIN. Prorated charges assigned to NAVSEA should be included in SUB-CLIN 0001AB. Prorated charges assigned to the TYCOM should be listed under SUB-CLIN 0001AA.

Prorated Items 041-10-001 Guarantee Engineer; Provide 043-10-001 Ship Departure Report; Provide

All other unique alterations, NAVSEA Standard Items, and Class Standard Items should be charged to SUB-CLIN 0001AA entitled D&F Alterations.

PAGE 3 OF 56

The Contractor shall indicate below the manhour reservation rate to be used in evaluation of the contractor's proposal and also to be used for negotiating changes as required by the clause entitled "Additional Government Requirements." This rate shall be the rate for pricing changes negotiated under the "Additional Government Requirements" clause up to the maximum manhours specified therein.

ADDITIONAL GOVERNMENT REQUIREMENTS MANHOURS RESERVATION RATE \$20.00

Because an offeror's accounting system may include production support and other costs as either direct or indirect related charges, depending on the particular offeror, each offeror is required to show the composition of its proposed manhour reservation rate for the 72,000 manhour reservation for production hours of growth work, in accordance with its accounting system, as indicated below. The rate proposed, and costs included in its composition, shall be in accordance with the offeror's disclosure statement or accepted accounting system, as appropriate.

By definition, there are 8 hours in a manday. Therefore, 9,000 mandays equates to 72,000 manhours.

The Contractor's proposed hourly rate shall be a weighted average to cover the entire effort, all direct and indirect charges, burdened to include, but not limited to the following: overhead, general and administrative, quality central, supervision, support functions, facilities capital cost of money and profit, for both the prime contractor and subcontractors selected by the prime contractor. The proposed hourly rate will not be used to price work which may be directed to a subcontactor by name in the work specifications. Material costs shall not be included in the rate. The contractor is required to include in its proposed hourly rate any overtime premium, and delay and disruption dollar costs to accomplish these additional requirements as the contractor's business judgement dictates. Pay for personnel traveling to and from the job site shall be included in the contractor's proposed rate, if required.

## MANHOUR RESERVATION RATE PREAFDOWN

\$1,440,000 = 72,000 x \$18.86 + \$1.14 all additional charges for required support labor (whether direct, or included in burdened rate for the formula of 72,000 production manhours | 1.14 all additional charges for required support labor (whether direct, or indirect), not included in burdened rate

Total dellars for reservation  $\div$   $\frac{72,000}{(m/h \text{ growth})} = \frac{$20.00}{m/h \text{ reservation rate}}$ 

SOLICITATION NO.	Tayenens.
PAGE E OF 56	•

## SECTION G - CONTRACT ADMINISTRATION DATA

## G-1 CCMTHACT ADMINISTRATION DATA

- e. Verk under this contract shall be under the cognizance of the Supervisor of Shipbuilding, Conversion and Repair, USN, designated at the time of contract award.
- b. The Contract Administration Office is the designated Supervisor of Shipbuilding, Conversion and Repair, USN.

# G-1 CONTEACT ADMINISTRATION/PUFCHASING OFFICE REPRESENTATIVE

a. Contract Administration Office Pepresentative

MAM:

1ELEPEONE: ADDRESS:

(Provided at Contract Award)

b. Purchasing Office Representative

NAME: PROCUREMENT OFFICE (Code 410)

TELEPHONE: (804)396-7664 or 7768

AIDRESS: F. O. Box 215, Portsmouth, VA 23705-0215

# G-3 PAYMENT ADDRESS

Offerors shall indicate below the address to which payment should be mailed.

Northwest Marine Iron Works

5555 N. Channel Avenue

Portland, Oregon 97217

## G-4 MSR AGREEMENT/AGREEMENT FOR BOAT REPAIR NUMBER:

Offerors shall indicate below the number of their MSR AGREEMENT/AGREEMENT for BCAT REPAIR, if currently held.

٤.	MSP AGPEEMENT	NO.	N00024-85-H-8197
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b. AGREEMENT FOR BOAT REPAIR NO. NOO024-85-H-8697

#### TACE 22 OF 56

(b) In addition to the foregoing precautions, the Contractor shall provide such additional saleguards as may be required or approved by the Contracting Offices for the protection of its plant and the work in process under this contract against espionage, sabotage, and enemy action. The cost to the Contractor of all safeguards so required or approved shall, to the extent allocable to this contract, be reimbursed to the Contractor in the

same manner as if the Contractor had furnished such safeguards pursuent to a change order issued under the clause of this contract entitled "CHANGES". Such cost shall not include any allowance or account of overhead expense, except shop overhead charges incident to the construction or installation of such devices or equipment.

(c) Upon payment by the Government of the cost to the Contractor of any device or equipment required or approved under paragraph (b) of this clause, title thereto shall vest in the Government, and the Contractor shall comply with the instructions of the Department respecting the identification and disposition thereof. To part or item of any such devices or equipment shall be or become a finiture by reason of affixation to any realty not owned by the Government.

## H-20 MILESTONES

(a) The Contractor shall submit with his offer dates for the successful accomplishment of the following major milestones for each ship:

Milestone Event	Date
Aveilability Start Date (Not Later Than A + 0)	18 Jan 88
Crew Move Ashore (Not Later Than A + 7)	25 Jan 88
Start of Gus Freeing (Not Later Than A + 0)	18 Jan 88
Completion of Initial Gas Freeing (Not Later Than A + 18)	05 Feb 88
Complete Combat System Removals (Including Cables and Foundations) (Not Later Than A + 32)	19 Feb 88
Complete Boiler SOI (Not Later Than A + 30)	17 Feb 88
Docking (Not Later Than A + 53)	12 Feb 88
Undocking (Not Later Than C - 130)	08 Feb 88

# SOLICITATION NO. N62678-87-B-0203

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Start Contractor's Engine Room Inspection (CERI) (Not Later Than SPATO - 30)	03 May 88
Completion of Boiler Work (Not Later Than SPATO - 1)	01 Jun 88
Make available all support services temporary or ship's installed systems for stage 3 testing accomplishing Combat Systems growning (Not Later Than CBSTP - 1)	10 May 88
Complete Combat System Repairs/Installations (Not Later Than C - 91)	17 May 88
Completion of Work in Machinery Spaces (Machinery Space Turnover) (Not later Than C - 75)	02 Jun 88
Completion of CHT Work (Not Later Than CREW MOVE ABOARD - 1)	20 May 88
Crev Move Aboard Ship (Not Later Than SFATO - 12)	21 May 88
Complete Combat System Equipment Level Operational Testing (Stage 3) (Not Later Than C - 49)	28 Jun 88
LOE (Not Later Than C - 60)	17 Jun 88
Complete Combat Intra-System Testing (Stage 4) (Not Later Than C - 35)	<u>12 Jul 88</u>
Complete Combat System Inter-System Testing (Stage 5) (Not Later Than C - 25)	22 Jul 88
Complete ships' installed systems (electrical power, dry air, water, airconditioning, etc., to support intergration and completion of Combat Systems Testing for Stage 4	
(Not Later Than CBSTP - 1)	03 May 88
Dock Trials (Not Later Than C - 16)	31 Jul 88
Fast Cruise (Not Later Than C - 9)	07 Aug 88
Sea Trials (Not Later Than C - 7)	09 Aug 88
Complete Combat System Special Testing (Stage 6 and 7) (Not Later Than C - 7)	09 Aug 88

SCLICITATION	ivi.	No. Col. Commercial

## PACE 24 OF 56

Completion of Combat Systems Integrated Test Programs (CSITF) with designated certifications (Not Later Than C - 7)

09 Aug 88

Availability Completion Date (Not Later Than C - 0)

16 Aug 88

SPATO = Complete Work in Machinery Spaces
CESTF = Combat System Test Program

- (h) The Contractor shall successfully accomplish the major milestones prior to the dates listed above.
- (c) If any milestone event is not accomplished by the date listed, and the failure to accomplish any such milestone event does not arise from a cause beyond the control and without the fault or negligence of the Contractor or a subcontractor, such failure may be deemed to constitute a failure to perform this contract in accordance with its terms within the meaning of subparagraph (a) (i) of the clause of this contract entitled "Default."
- (d) The foregoing milestone event dates are based on the assumption that the Government will make award by 18 December 1987. Each milestone date set forth stove will be extended by the number of calendar days after the above date that the job order is in fact awarded.
- (a) Failure to provide milestone dates for the above events or providing dates later than those specified above (e.g. Not later than C=7) may cause the offeror to be found non-responsive.

## H-21 TUG AND PILOT SERVICES

Unless otherwise specified in the specifications the Contractor shall be required to provide necessary tugs and pilot services to move the ship from the fairway of the plant to the pier or dock, and upon completion of all work from the pier or dock, to the fairway of the plant.

## H-22 DRYDOCK CERTIFICATION (Rev. 07/14/86)

When required by the drydocking specification item, the drydocking of this vessel shall be accomplished only in a drydock certified in accordance with MIL-STD-1625 A/E(SF). Offerors who do not have a suitable drydock certified by NAVSEA in accordance with MIL-STD-1625 A/E(SH) at the time of bid opening shall be determined non-responsible.

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## ADVERTISED (IFb)

#### PART IV REPRESENTATIONS AND INSTRUCTIONS

SECTION E - REPRESENTATIONS, CFRIFICATIONS AND OTHER STATEMENIS OF OFFERORS

## 1. 52.203-2 CERTIFICATE OF INDEFENDENT PRICE DETERMINATION

- (a) The offeror certifies that --
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or spreement with any other offeror or competitor relating to (1) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be browingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a formally advertised solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the officer to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

  (b) Each signsture on the offer is considered to be a certification by the signatory that the signatory—
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) throught (a)(3) above; or
- (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above

William H. Zavin II President

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

#### PAGE 37 OF 56

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and vill not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclerure.
- 2. 52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984)
  - (a) Representation. The orderer represents that, except for full-time bona fide employees working solely for the offerer. the offerer--
  - (Note: The offeror must check the appropriate boxer. For interpretation of the representation, including the term "boxa fide engloyee," see subpart 3.4 of the Federal Acquisition Regulation.)
  - (1)  $\frac{1}{2}$  has,  $\frac{1}{2}$  has not employed or retained any person or company to solicit or obtain this contract; and
  - (2) / / has, / XW has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission percentage, brokerage or other fee contingent upon or resulting from the award of this contract.
  - (b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer—
  - (1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or
  - (2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, representing that the prior SF 119 applies to this offer or quotation.

	SCITCITATION NO. NO.
	PAGE 38 OF 56
JEWFI PRAPINGS AND RELA	TED ITEMS CERTIFICATE
Required Sources for Jewill be incorporated into any item (c). Any jewel beauthe same type, size and William Langer Flant, Rothe Required Sources for and	that  s and/or related items, as defined in the well Provings and Related Items Clause, to one or more items/will not be incor- delete one) covered by this offer; rings required (or an equal quantity of tolerances) will be ordered from the olls, North Dakota 58367, as provided in r Jewel Bearings and Related Items clause; tems required (for an equal quantity of the
same type, size and tole manufacturers, including	erances, will be acquired from concertic g the Plant, if the items can be obtained
type and size (including related items required,	ertificate are estimates of the quantity, tolerances) of the jewel bearings and and identification of the components, that require jewel bearings or related
Date of Execution	September 18, 1987
Solicitation No.	N62678-87-B-0203
Name	William H. Zavin II

4. 52.214-2 TYPE OF BUSINESS ORGANIZATION -FORMAL ADVERTISING

3. 52.208-2 JEWFI PEAPINGS AND RELATED

Address \_\_

The bidder, by checking the applicable box, represents that it operates as / xx/ & corporation incorporated under the laws of the State of Oregon, / / an individual, / / a partnership, / / a nonprofit organization, or / a joint venture.

President

Northwest Marine Iron Works

97217

5555 N. Channel Avenue

Portland, Oregon

## PAGE 39 OF 56

5	55 914-8	PARENT	COMPANY	AND	IDENTIFYING	ATAIT
J.	J2	1.101/11/1/1	COULTANIA		TDENTIFIED	DWIW

(a) A "parent" company, for the purpose of this provision is one that owns or controls the activities and basic business policies of the bidder. To own the bidding company means that the parent company must own more than 50 percent of the voting lights in that company. A company may control a bidder as a parent even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of promy veting, or otherwise. (b) The bidder / / is, / xx / is not (check applicable box) owned or controlled by a parent company. (c) If the bidder checked "is" in paragraph (b) above, it shall provide the following information:

Name and Main Office Address of Parent Company (Include Zip Code)

Parent Company's Employer's Identification Number

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shall	iı	nser	t its			er's	s Idei	nti	fication	Number	on	the	
folic	wi	ng l	ine	(b)	(6)								

# 6. 50.214-14 PLACE OF PERFORMANCE - FORMAL ADVERTISING

- (a) The bidder, in the performance of any contract resulting from this solicitation / / intends, / xx/ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.
- (b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Address, City, County, State, Zip Code)	and Operator of the Plant or Facility if other than Ridder

POLICITATION	De.	And the contract of the contra
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## 7. 52.214-16 MINIMUM BID ACCEPTANCE PERIOD

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for avaiding a contract from the date specified in this soliciation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The Government requires a minimum acceptance period of 90 calendar days.
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

# The Bidder allows the fellowing acceptance period: 120 calendar days

- (e) A bid allowing less than the Government's minimum acceptance period vill be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

## 8. 52.219-1 SMALL EUSINESS CONCERN REPRESENTATION

The offeror represents and certifies as part of its offer that it / XX/ is, / / is not a small business concern and that / / all, / XX/ not all supplies to be furnished will be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government Contracts, and qualified as a small business under the size standards in this solicitation.

## 9. 52.219-2 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION

(a) Representation. The offeror represents that it / / is, / xx / is not & stall disadvantaged business concern.

### PAGE 41 OF 56

(b) Definitions.

"Asien Indian American," as used in this provision, means a United States citizen whose origins are in India, Pakistan, or Bangladesh.

"Asiar-Pacific American," as used in this provision, means a United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Laos, Cambodia, or Taiwan.

"Native Americans, " as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government Contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and (2) has its management and daily business controlled by one or more such individuals.

(c) <u>Cunlified groups</u>. The efferor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian American, and other individuals found to be qualified by the SBA under 13 CFR 124.1.

## 10. 52.219-3 WOMEN-OWNED SMALL BUSINESS REPRESENTATION

(a) Representation. The offeror represents that it / / is,
 / XX/ is not a women-owned small business concern.
 (b) Definitions.

"Small business concern," as used in this prevision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operatior in which it is bidding on Government Contracts, and qualified as a small business under the criteria and size standards in 13 CFk 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

## PAGE 42 OF 56

## 11. 52.000-1 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS

(a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of the offers or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(b) Tailure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the centract or cause the contract to be performed in accordance with the obligations of an ISA concern.

## 12. 52.222-19 WALSH-HEALEY PUBLIC CONTRACTS ACT REPRESENTATION

The offerer represents as a part of this offer that the offerer is / / or is not / xx/ a regular dealer in, or is / / or is not / xx/ a manufacturer of, the supplies offered.

## 13. 52,222-21 CEPTIFICATION OF NONSEGREGATED FACILITIES

- (a) "Segregated facilities" as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because or habit, local custom or otherwise.
- (b) By the submission of this offer, the offeror certifies that is does not and will not maintain or provide for its

#### SOLICITATION NO. N62678-87-8-0203

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employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

- (c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--
- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor vill be subject to the Equal Opportunity clause;
  - (2) Retain the certifications in the files; and
- (5) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSFECTIVE SUBCONTRACTORS OF REQUIPEMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offer is prescribed in 18 U.S.C. 1001.

#### 14. 52.222-22 FEEVIOUS CONTRACTS AND COMPLIANCE REPORTS

The offeror represents that --

- (a) It / XX/ has, / / has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It / xx/ has, / / has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

SULLCITATEON:	210	- NKO472_	^-	•	
	<b>—</b> ~ •		•	-	-

#### PAGE 44 OF 56

#### 15. 52.222-25 AFFIRMATIVE ACTION COMPLIANCE

The offeror represents that (a) it  $/ \times \times$  / has developed and has or file, / / has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it / / has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

- 16. 52.222-7003 ACCESS TO VESSELS BY NON-US CITIZENS (ACP CERTIFICATION)
  - (a) The bidder, in the performance of any contract/jot creer resulting from this solicitation / / intends, / XX/deer ret intend (check applicable block) to employ non-US citizens in the performance of work that requires access to naval vessels, work sites and edjecent areas when such vessels are under construction, conversion, overhaul or repair.
  - (b) If the bidder "intends" in paragraph (a) above, the bidder shall insert in the spaces provided below, the required information:

ACCESS	CONTROL	-PLAN (	ACF)

•				r anticipat Instructio
	October 1		•	

#### 17. 52.223-1 CLEAN AIR AND WATER CERTIFICATION

The Offeror certifies that—

(a) Any facility to be used in the performance of this proposed contract is / /, is not / XX/ listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection agency, indicating that any facility that the Offerer proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

#### SOLICITATION NO. N62678-87-B-0203

#### PAGE 45 OF 56

- (c) The Offeron will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.
- 18. 52.223-4 RECOVERED MATERIAL CERTIFICATION

The offeror certifies, by signing this offer, that recovered materials, as defined in section 23.402 of the Federal Acquisition Regulation, will be used as required by the applicable specifications.

- 19. 52.225-7000 BUY AMERICAN BALANCE OF PAYMENTS PROGRAM CERTIFICATE
  - (a) The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in the clause entitled "Buy American Act and Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

#### EXCLUDED END PRODUCTS

Line Item No.	Country of Origin
N/A	
(List as necessary)	

(b) Offers will be evaluated by giving certain preferences to domestic end products and foreign qualifying country end products over foreign renovalifying country end products. In order to obtain such preferences in the evaluation of each excluded end product listed in (a) above, it is necessary that offerors identify and certify below, those excluded end products identified above that are qualifying country end products or they will be deemed nonqualifying country end products. Offerors must certify by inserting the applicable line item numbers in the appropriate brackets:

#### PAGE 46 OF 56

- (i) The offeror certifies that the following supplies qualify as "participating country end products" as that term is defined in the clause entitled "Buy American Act and Balance of Payments Program." (\_\_\_\_\_\_)

  Insert line item no.
- (ii) The offeror certifies that the following supplies qualify as "FMS/offset arrangement country end products" as that term is defined in the clause entitled "Buy American Act and Palance of Payments Program," if the Government nakes the necessary waivers.

  [ ].
- (iii) The offeror certifies that the following supplies qualify as "defense cooperation country end products" as the term is defined in the clause entitled "Buy American Act and balance of Payments Program." (\_\_\_\_\_\_\_).

  Insert line item no.
- (iv) The offeror certifies that the following supplies qualify as "designated country end products" as that term is defined in the clause entitled "Buy American Act, Trade Agreements Act, and Balance of Payments Program".

  [ Insert line item no.
- (c) Offers will be evaluated in accordance with the policies and procedure of FAR Part 25 and DOD FAR Supplement Part 25.
- 20. CERTIFICATION OF DELARMENT/SUSPENSION STATUS
  - (a) The Offeror certifies with its submission of this offer that it / / is, / xx/ is not (check one) suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from another DOD Agency.
  - (b) The Offeror shall provide immediate actice to the Contracting Officer in the event of being suspended, debarred or declared ineligible by any Department or other Federal Agency, or upon receipt of a notice of proposed debarment from another DOD Agency, prior to award of this contract.

### **DRYDOCK CERTIFICATION**

PAGE 47 OT 56

### DRYDOCK CERTIFICATION (OFFEROR TO FILL IN ALL BLANKS)

I,w	Filldii n. Zavin II	hereby certify as follows:
(1)	That I am a duly authorized represe	
	Iron Works which Solicitation No. N626/8-87-B-0203	is submitting an offer under
<b>(1</b> i)	That the offeror has the following the vessel covered in Item. 997-11-0	drydocks capable of drydocking 01 of the Solicitation:
	N62678-87-B-0203	
	USS ANCHORAGE (LSD-36) SSP #04	1-88 Regular Overhaul
( <b>ii</b> 1)	That one of the drydocks listed in performance of the drydock work und	
(1v)	That none of the drydocks listed in performance of the drydock under It specified in the Solicitation for p because of pro-existing firm commit during said period.	er. N/A during the period erforming said Item N/A
(v)	That due consideration has been given which the U.S. Government may be endeaveen the offeror and the U.S. Government in the U.S. Government.	titled by reason of any agreements vernment under which any of the
(vi)	That the dockmaster in charge of do professionally qualified, through t these evolutions in a safe and reli his organization do satisfy the req Ship Repair Contracting Manual. (N	raining and experience, to conduct able manner. The dockmaster and uirements of Appendix 7-H of the
(v1i)	That the drydock operating procedur are in accordance with good marine for the particular vessels to be do procedures will be followed during	practice and MIL-STD-1625 A/B(SE) cked/undocked and that these
(viii)	That the drydock listed in (ii) aboraccordance with Mil-Std-1625 A/B (South of the femore of the certificates	E). A copy of the NAVSEA certificate
	1 1 2 mil	18 September 1987
(Signati	ure of Authorized Representative)	(Date of Signature)
Willi	am H. Zavin II	President
(Typed )	Name of Authorized Representative)	(Title of Authorized Representative

# Port of Portland

Port of Port land Port land, Oregon Floating Dry Dock No. 1 (YFD-69)

ON THE BASIS OF A MAINTENANCE PROGRAM AUDIT CONDUCTED 4-7 FEBRUARY 1986, NAVAL SEA SYSTEMS COMMAND HAS DETERMINED THAT FLOATING DRY DOCK NO. 1 (YFD-69), LOCATED AT PORT OF PORTLAND, PORTLAND, OREGON, MEETS THE SAFETY CRITERIA OF MIL-STD-1625A(SH) AND MIL-HDBK-257(SH) AND IS CONSIDERED ADEQUATE TO DRYDOCK U.S. NAVY SHIPS.

THE MAINTENANCE PROGRAM PROVIDES FOR CONTINUOUS CERTIFICATION IN ACCORDANCE WITH PARAGRAPH (1, 2) OF MIL-HDBK-257(SH).

OPERATIONAL RESTRICTIONS: 12,247 long tons with a minimum

12,247 long tons with a minimum freeboard of 18 inches at the pontoon deck as specified in NAVSEA letter 11420 Ser 0705/100 dated: 26 March 1986

R. M. MACGREGOR

DIRECTOR

FACILITIES AND EDUPMENT DIVISION BY DIRECTION OF THE COMMANDER

# Port of Portland

Port of Portland Portland, Oregon Floating Dry Dock No. 3

ON THE BASIS OF A MAINTENANCE PROGRAM AUDIT CONDUCTED 4-7 FEBRUARY 1986. NAVAL SEA SYSTEMS COMMAND HAS DETERMINED THAT FLOATING DRY DOCK NO. 3. LOCATED AT PORT OF PORTLAND, PORTLAND, OREGON, MEETS THE SAFETY CRITERIA OF MIL-STD-1625A(SH) AND MIL-HDBK-257(SH) AND IS CONSIDERED ADEQUATE TO DRYDOCK U.S. NAVY SHIPS.

THE MAINTENANCE PROGRAM PROVIDES FOR CONTINUOUS CERTIFICATION IN ACCORDANCE WITH PARAGRAPH/1/2 OF MILCHOBK-257(SH).

OPERATIONAL RESTRICTIONS: 17,000 long tons with a minimum

17,000 long tons with a minimum freeboard of 18 inches at the pontoon deck as specified in NAVSEA letter 11420 Ser 0705/101 dated:

R. M. MACGREGOR

DIRECTOR

FACILITIES AND EQUIPMENT DIVISION BY DIRECTION OF THE COMMANDER

# Port of Portland

Portland, Oregon Floating Dry Dock No. 4

ON THE BASIS OF THE PORT OF PORTLAND FACILITY CERTIFICATION REPORT DATED APRIL 1985, NAVAL SEA SYSTEMS COMMAND HAS DETERMINED THAT FLOATING DRY DOCK NO. 4, LOCATED AT PORTLAND, OREGON, MEETS THE SAFETY CRITERIA OF MIL-STD-1625A(SH) AND IS CONSIDERED ADEQUATE TO DRYDOCK U.S. NAVY SHIPS.

OPERATIONAL RESTRICTIONS: 56,000 long tons (LT) with a KG

of 41.0 feet or less and with a minimum freeboard of 18 inches at 18 M. MACGREGOR

the pontoon deck as indicated in DIRECTOR

NAVSEA Letter 11420 Ser 07042/238 FACILITIES AND EQUIPMENT DIVISION BY DIRECTION OF THE COMMANDER dated: 29 July 1986

CERTIFICATION EXPIRES:

April 1990



October 2, 1987

TO:

John Jozwick

FROM:

Bill Zavin

On Monday, the 28th of September 1987, I was contacted telephonically by a gentleman whose name I do not recall, but who indicated he was a representative of the Supervisor of Shipbuilding from Portsmouth, Virginia and he wanted to talk with me about our bid on the USS ANCHORAGE. I indicated I wanted to go get our offering document and have another party join us in the discussions. I obtained our bid documents and had James J. Coleman, Executive Vice President - Operations, Northwest Marine, join me for the telephonic discussion.

Upon reintroduction of the parties to the conversation, the gentlemen who had also indicated a lady from the Contracting Officer's office was with him in the discussion, began. He indicated that he felt a concern about certain items in our offering document. He referred initially to the proprietary rights discussion on the opening page. I indicated to him he could disregard that page, that we would waive any concerns we had on proprietary rights. He then discussed in our introduction on page 2, that they were feeling a concern about the government furnished material assumption we had made in preparing our price. Again, I indicated that if it was of concern that he should not consider it. I also indicated we, indeed, planned to obtain all of the government material in San Pedro as per the solicitation. Finally, he indicated a concern about an apparent conflict between a bidder's question and our assumption, number 3 on Designs, Drawings and Specifications. Again, I indicated that we did not have a concern and it would not affect our bid and he should feel free to disregard that assumption.

He then indicated that on the strength of these three items of concern which he had expressed, he was finding that Northwest Marine's offer on the USS ANCHORAGE was not responsive. He indicated a considerable degree of reluctance in having to say that because it was apparent to him that our offer would have saved the government at least two million dollars on this project. He then expressed his regret over his finding and general discussions followed, at which time I advised him that we would protest his finding and that I wanted to get the name of the person our attorney should contact relative to that process. He indicated that we should contact Mr. Forbes at 804/396-8625. Subsequent to that, you did make contact to Mr. Forbes and we prepared a notice of protest which we delivered by a telefax to the Supervisor to the attention of Diane Robinson.

EXHIBIT No. 0002



#### DEPARTMENT OF THE NAVY

#### Supervisor of Shipbuilding, Conversion and Repair, USN P.O. BOX 215 PORTSMOUTH, VIRIGNIA 23705

IN REPLY REFER TO

4330 Ser 410R/876

8 0 SEP 1987

Northwest Marine Iron Works 5555 N. Channel Avenue Portland, OR 97217

SOLICITATION N62678-87-B-0203, USS ANCHORAGE (LSD-36)

#### Gentlemen:

I have carefully reviewed the offer submitted by your firm in response to the referenced Invitation for Bids. My review disclosed that your offer imposed certain conditions that would serve to modify the terms of the invitation, limit your firm's liability to the Government and, prevent the public disclosure of your offer. Specifically, the initial page of your offer states that "[t]his data...shall not be disclosed outside the Government.... Additionally, page two of your offer's introduction provides that "Government Furnished Material will be delivered to the Northwest Marine Iron Works facility at Swan Island" while Clause H-7 of the solicitation states that "the contractor will accept delivery of Government Furnished Material...at SUPSHIP Long Beach warehouse...." Also contained on page two is the statement "[t]he drawings, designs and specifications which have been and are to be provided to NMIW are accurate, current, complete and not ambiguous." Section I of the solicitation, Clause 52.217-7104, "Inspection and Manner of Doing Work", provides that "[t]he Government does not guarantee the correctness of the dimensions, sizes and shapes set forth in any job order, sketches, drawings, plans or specifications prepared or furnished by the Government.... Furthermore, various individual specification items provide that "the lengths listed on the referenced drawings are approximate..."

In view of the foregoing and pursuant to Federal Acquisition Regulation 14.404-2, I have determined the offer submitted by your firm to be nonresponsive and your offer is, therefore, rejected.

This confirms the telephone conversation between your Mr. William Zavin II and the undersigned on 28 September 1987.

Sincerely.

W. L. BRANNOCK

Contracting Officer

EXHIBIT No. 0003

MAILING P.O. BOX 3109 ADDRESS: PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2

PORTLAND, OREGON 97217

PHONE:

(503) 285-7557

TWX:

910-464-6107 NORMARINE PTL

September 29, 1987

Supervisor of Shipbuilding Conversion and Repair, USN P.O. Box 215 Portsmouth, Virginia 23705-0215

Attention: Dianne Robinson (Code 410R)

Reference:

Solicitation No. N62678-87-B-0203

USS ANCHORAGE (LSD-36) SSP #041-88

Regular Overhaul

Dear Ms. Robinson:

This letter is to inform you that Northwest Marine Iron Works intends to file a bid protest for this solicitation.

Sincerely,

William H. Zavin,

President

cc: John Jozwick, Taylor & Hintze

File

REQUEST FOR SPECIFICATION	<b>SOL NO. N62</b> 678_87_8_0203
CLARIFICATION	DATE: 26 August 1987
	QUESTION NO.
CONTRACTOR:	
SHIP AND HULL NO: USS ANCHORAGE (LSD-3	
SPECIFICATION AND ITEM NO. 041-88; V	arious Items Para. No.
TITLE:	Page. No
QUESTION/s/:	•
Various items call out in para 4.1 "The p drawings are approximate and actual lengt tractor at the time of the ship check for	hs should be determined by the con-

The purpose of a ship check is to allow contractor to take such steps as may be reasonably necessary to ascertain the nature and location of all work to be performed, and conditions which can affect such work, i.e. interferences. The planning ship check should have been accomplished by the planning yard at the time the specifications were written and drawings made. It is not a reasonable task to place the inaccuracy of the government provided drawings on the contractor. Therefore, it is requested this statement be stricken from all specitems containing it.

Do not write below this line.

(h) The Government does not guarantee the correctness of the dimensions, sizes and shapes set forth in any job order, sketches, drawings, plans or specifications prepared or furnished by the Government, except when a job order requires that the work be performed by the Contractor prior to any opportunity to make the necessary inspection. The Contractor shall be responsible for the correctness of the shape, sizes and dimensions of parts to be furnished hereunder except as above set forth and other than those furnished by the Government.

AS PER CHAPTER 4, CLAUSE 5, PARA H. OF M.S.R. CONTRACT.

Reply forwarded by:

EXHIBIT No. 0005



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CONTRACTO						
SHIP & HUI	L NO.: USS	anchorage (L	SD-36)		e jes	
SPECIFICAT	ION NO.: 589-	11-001	2424	No.: 3.3.	3.3.1 & 3	.3.2
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	CONTRACTOR:					
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	SPECIFICATION NO.:	123-16-003	PAR	NO.: 3.2.1.4	thru 3.2.1.	<u> </u>
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REPLY FORWARDED BY:

EXHIBIT No. 0007



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Oregon's broadcast monitoring service

BOX 4653 PORTLAND OR

SHIPYARD GETS NAVY CONTRACT

KXL AM RADIO

**7 APRIL 88** 

8:37 AM

NEWSCASTER: The Portland Ship Repair Yard recently landed a new Navy contract. Linc Mann says some top Navy brass have been invited to Portland tomorrow in a bid to bring more business here.

REPORTER LINC MANN: Sometime in June the Navy vessel Okinawa will arrive at Swan Island for a \$14 million overhaul, and that's going to create hundreds of ship repair yard jobs this summer. Port of Portland Spokesman Darrel Buttice says some Navy officials will visit the shipyard tomorrow at the invitation of Senator Mark Hatfield.

DARREL BUTTICE. PORT OF PORTLAND: Senator Hatfield has invited Navy Assistant Secretary Pihat and Vice-Admiral Clark to visit the shipyard, take a tour of the shipyard, and get a briefing what's happening. So, what the senator wants to do is continue to have the Navy come to Portland, see the facility first hand, see the quality of the facility, the product we produce, and let them know we're in business to help the Navy.

REPORTER: Buttice says Port officials believe Portland is one of the finest ship repair facilities on the West Coast, and convincing the Navy of that could be a real big boost for the Portland-area economy.

Material supplied by Moba Media, Inc of Portland, Oregon may be used for internal review, analysis, or research. Any publication, rebroadcast, or public display for profit is forbidden.

J8173 f

Bill - David Identified Worthwest Mavine in his comments but LXL generalized in the Manner shown. We'll Make up for it in IRONCLAD and PORTSIDE. Dick M.



January 5, 1987

Mr. Bill Zavin Northwest Marine Iron Works 5555 N. Channel Ave., Bldg. 2 Portland, OR 97217

PSRY FINANCIAL REPORT

Enclosed is a copy of the PSRY Gain and Loss Statement for the months of October and November of 1986. We have included graphs to illustrate monthly and quarterly trends and to compare monthly financial performance to budget, and the averages over the past three (Q), six (S), and twelve (A) month periods.

This month's data continues to reflect the strong performance of the spring and summer. Note that the apparent good financial performance during these months is due to the booking of Use Fees from work completed during the summer. PSRY is anticipating a bad debt expense of \$2 Million or more during Fiscal Year 1987 due to Northwest Marine Iron Work's filing for reorganization under Chapter 11. To break even on a cash basis this year, PSRY needs top produce \$350,000 per month in Contribution before Depreciation.

Specific questions may be directed to Guy Alvis at 231-5568.

David N. Neset, Manager Portland Ship Repair Yard

/cmr

Enclosures



Port of Portland offices located in Portland, Oregon, U.S.A., Boise, Idaho, Chicago, Illinois, New York, N.Y., Washington, D.C., Hong Kong, Manila, Seoul, Singapore, Sydney, Taipei, Tokyo, Henley-on-Thames, England

PORT OF PORTLAND

#### GAIN OR LOSS STATEMENT

PAGE

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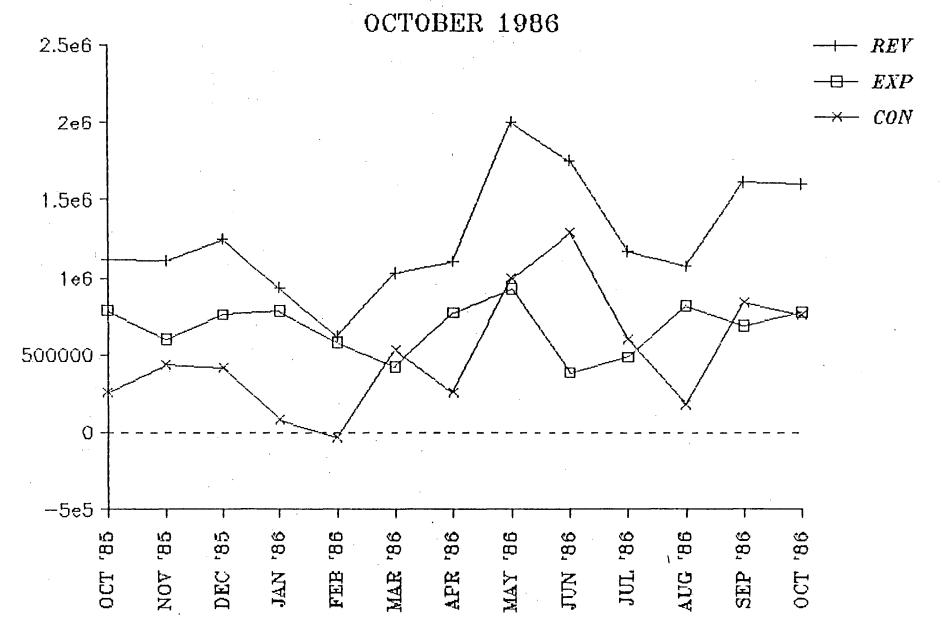
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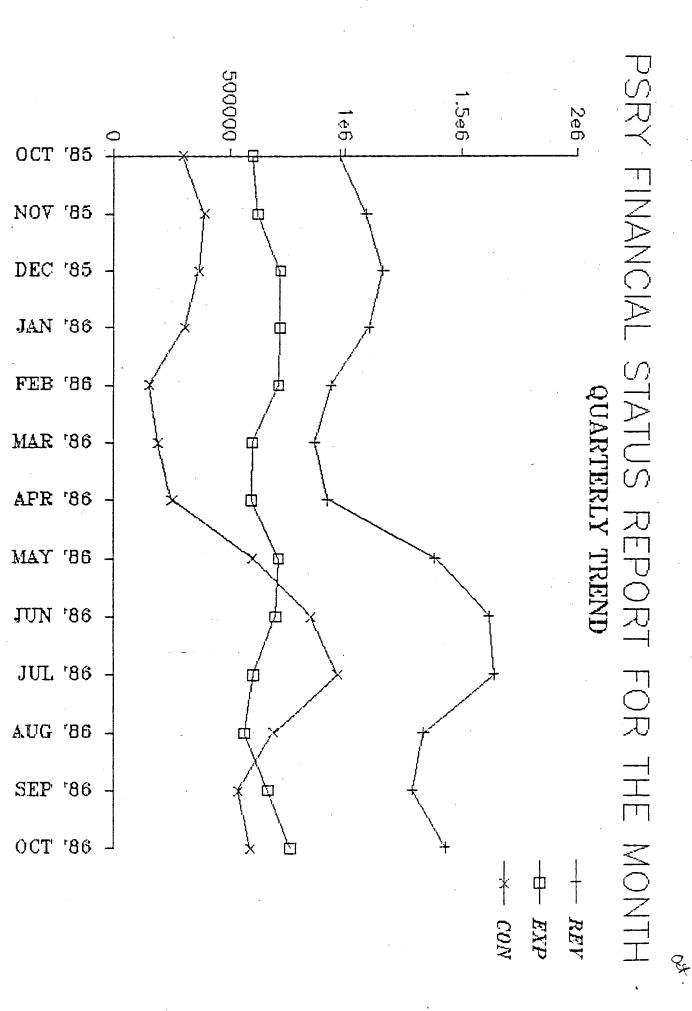
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REVENUES								
· - ·	VICE REVENUE	521,336	409,825	111,511	2,107,840	1,639,300	468,540	4,918,000
680 #+REN	TAL AND CONCESSIONS-++++	138,285	119,266	19,019	642.236	477.064	165.172	1,431,200
	/ REVENUE+	530,663	361,023	169,640	2,402,722	1.444.092	958,630	4,332,300
730 PSR	/ USE AGREEMENT REVENUE++	423,589	96,449	327,140	670,806	385,796	285,010	1,157,400
	R REVENUE	5.984	18,515	(12,531)	63,840	74.060	(10,220)	222.200
790POLI	ICY ADJUSTMENTS	0	0	0	-2	0	(10,220)	222,200
795REBA	ATES, REFUNDS & DISCOUNTS-	-22,063	Ō	(22.063)	-424,639	ň	(424,639)	ŏ
TOTAL REVEN	JES	1,597,793	1,008,078	892,715	6,462,803	4,020,312	1,442,491	12,061,100
PERSONAL SEI	RVICES, MATERIALS & SERVICES							
	INISTRATIVE LABOR	34,212	36.657	2.445	157,757	146,628	(11,129)	439.900
	RATING LABOR	192,671	147,998	(44,673)	806,471	591,992	(214,479)	1,776,100
815 MAIN	NTENANCE LABOR	87,364	85.371	(1,993)	366,525	341,484	(25,041)	1,024,700
	RUED LABOR-++++++++++++	38,308	Ö	(38,308)	+22.510	Ö	22.810	1.024,700
827 OTHI	R PAYROLL EXPENSE	8,252	15,150	6.898	58,888	60,600	1,712	181.800
TOTAL PERSON	VAL SERVICES	360,806	285,176	(75,630)	1,367,132	1,140,704	(226,428)	3,422,500
830 MATI	ERIALS AND SUPPLIES	51.415	43,569	(7.846)	185,360	174.276	(11.084)	523,000
850EQU	IP. FUEL AND LUB	5.046	4,183	(863)	20,363	16,732	(3,631)	50.200
860 ++UTII	171ES	175.022	171.439	(3.883)	734.564	685.756	(48.808)	2,057,300
880 OUT	SIDE SERVICES-+	123.294	56,522	(66.772)	375,008	226,088	(148.920)	678.400
	D CHARGES	60,209	50.209	(9.910)	209.057	<b>201,196</b>	(7,861)	603,600
950ALL	CATED EXPENSES	0	1,142	1,142	0	4.568	4,568	13.700
	EL & MANAGEMENT EXPENSES-	11.018	8,264	(2,754)	26,729	33,056	6,327	99,200
990MISC	CELLANEOUS EXPENSES	0	10,807	10,807	14,937	43,228	28,291	129,700
TOTAL MATER	IALS AND SERVICES	426,004	946.225	(79,779)	1,566,018	1,384,900	(181,118)	4.155.100
TOTAL PERS	SERV.MAT & SERV EXCL DEPR	786,810	691,401	(158,409)	2,933,150	2,525,604	(407,546)	7,577,600
DIRECT TRANS	SFERS							
	/ICES RECEIVED FROM	26,635	24.959	(1,676)	116,343	99,836	(16,507)	299,600
560SER	/ICES RECEIVED FROM	0	0	(1,070)	. 110,545	00,000	(10,507)	299,600
SERVICES REC	CEIVED	26,835	24,959	(1,676)	116,343	99,836	(16,507)	299,600
	ICES PROVIDED FOR	Ó	-441	(441)	-1,303	-1,764	(461)	-5,300
SERVICES PRO	OVIDED	. 0	-441	(441)	-1,303	-1,764	(461)	-5,300
580 CAP	ITALIZED COSTS FOR	-94,407	-48,749	(14,342)	-270.707	-194,996	75,711	-889,000

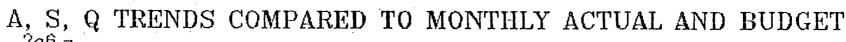
			; , • • • • • • • • • • • • • • • • • • •				
PORT OF PORTEAND	GA1	N OR LO	SS STAT	EMENT			PAGE 2
MR413 RUN 11/19/86		FOR MONTH	DF OCT 1986				
COMBINED SHIP REPAIR YARD							
ACCT DESCRIPTION NO. Capitalized Costs Total Direct Transfers	ACTUAL -34,407 -7,772	CT 1986 BUDGET -48,749 -24,231	VARTANCE (14,342) (16,459)	Y E A ACTUAL -270,707 -155,667	R T O D A T BUDGET -194,996 -96,924	£ VARIANCE 75,711 58,743	BUDGETED THIS FY -585,000 -290,700
TOTAL OPER EXPENSES EXCE DEPR & DIEAD	779,038	607, 170	(171,868)	2,777,483	2,428,680	(348,803)	7,286,900
CONTRIBUTION BEFORE DEPR & DHEAD	818,755	997,908	A20,847	2,685,320	1,591,632	1,093,688	4,774,200
OVERHEAD	60,828	77,379	16,551	309,516	309,516	o	928,600
TOTAL OPER EXPENSES EXCL DEPRECIATION	839,866	684,549	(185,317)	3,086,999	2,738,196	(348,803)	8,215,500
CONTRIBUTION BEFORE DEPRECIATION	757,927	320,529	437,398	2,375,804	1,282,116	1,093,688	3,845,600
DEPRECIATION	275,095	274,153	(942)	1,096,561	1,096,612	51	3,289,900
OPERATING INCOME OR LOSS	482,832	46,376	436,486	1,279,243	185,504	1,093,739	885,700
							·
			•				

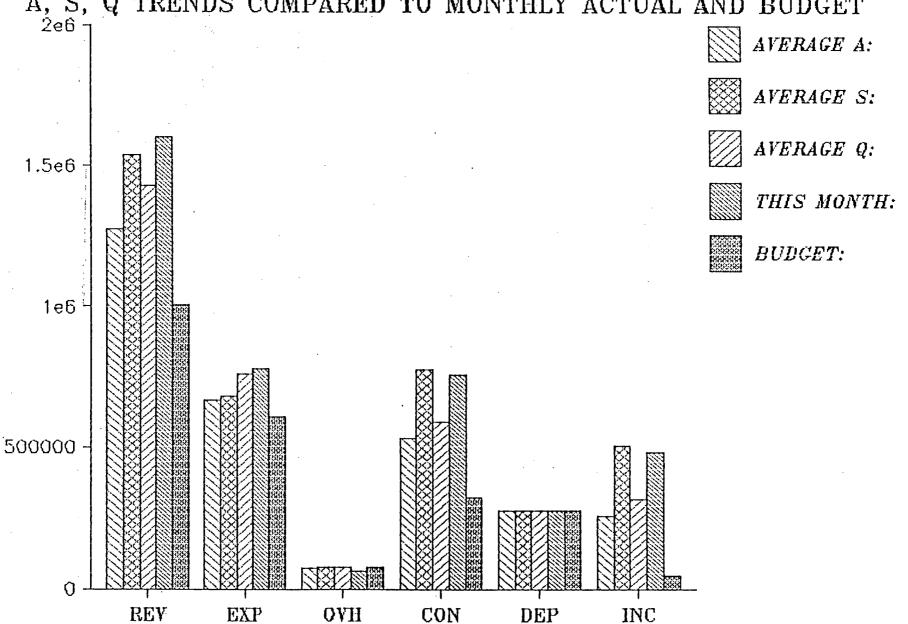
## PSRY FINANCIAL STATUS REPORT FOR THE MONTH





## PSRY FINANCIAL STATUS REPORT FOR THE MONTH





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PORT OF PORTLAND

GAIN OR LOSS STATEMENT

PAGE

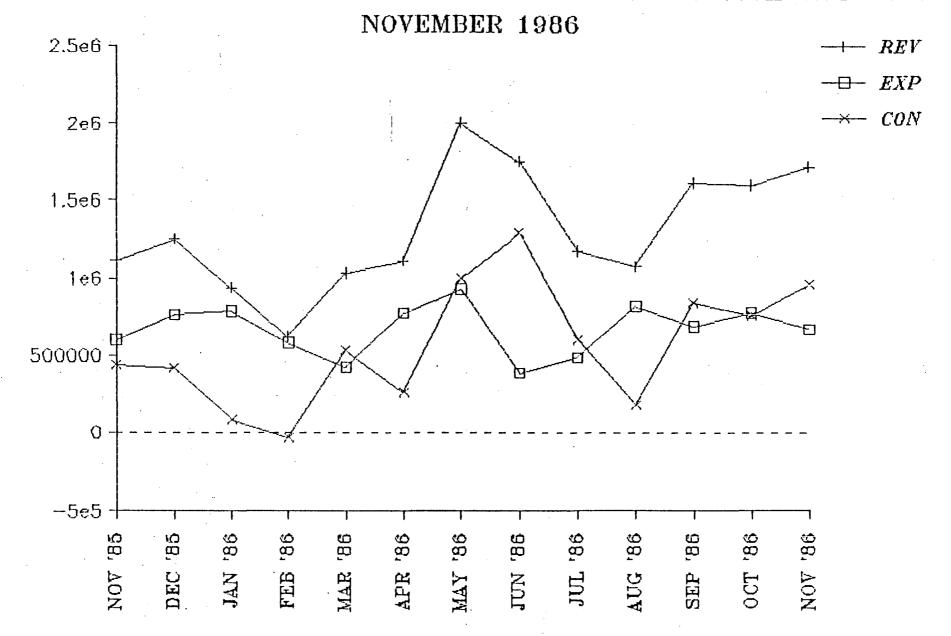
MR413 RUN 12/15/86

FOR MONTH OF NOV 1986

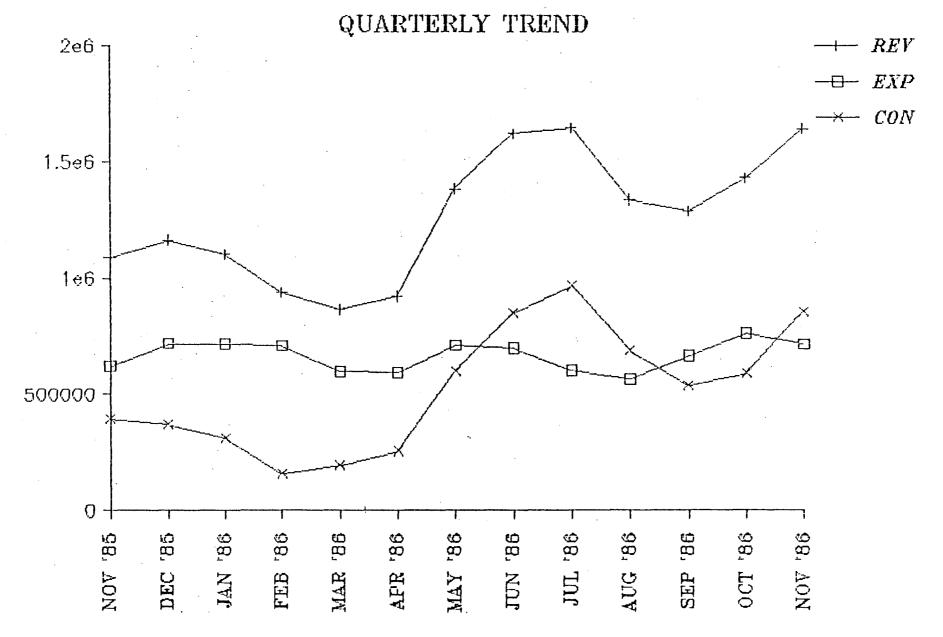
ACCT DESCRIPTION		aael vor	**********	Y E A	RTODAT	£	BUDGETED
NO.	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE	THIS FY
REVENUES						•	
640 SERVICE REVENUE		409,825	(53,951)	2,463,715	2,049,125	414,590	4,918,000
680 *-RENTAL AND CONCESSIONS**-**		119,266	15,734	777,236	596,330	180,906	1,431,200
720PSRY REVENUE	373,304	361,023	12.281	2,776,026	1,805,115	970,911	4,332,300
730 PSRY USE AGREEMENT REVENUE		96,449	884,025	1,651,279	482,245	1,169,034	1,157,400
750 OTHER REVENUE	27,012	18,515	8,497	90,852	92,575	(1,723)	222,200
790 POLICY ADJUSTMENTS		0	(2)	-4	0	(4)	(
795 REBATES, REFUNDS & DISCOUNTS-		0	(156,263)	-580,902	0	(580,902)	
TOTAL REVENUES	1,715,400	1,008,078	710,322	7,178,203	5,025,390	2,152,813	12,061,100
PERSONAL SERVICES, MATERIALS & SERVI	CES						
BOOADMINISTRATIVE LABOR	and the second control of the second control	36,657	1,143	193,272	183,285	(9,987)	439,900
805 OPERATING LABOR	141,936	147,998	6,062	948,407	739,990	(208,417)	1,776,100
815 MAINTENANCE LABOR		85,371	11,505	440,391	426,855	(13,536)	1,024,700
820 ACCRUED LABOR	-12,600	Ò	12,600	-35,110	0	35,110	(
827 OTHER PAYROLL EXPENSE	9,734	15,150	11,416	62,622	75,750	13,128	181,800
TOTAL PERSONAL SERVICES	242,450	285,176	42,726	1,609,582	1,425,880	(183,702)	3,422,500
830MATERIALS AND SUPPLIES	78,017	43,569	(34,448)	263,377	217.845	(45,532)	523,000
850 EQUIP. FUEL AND LUB	4,176	4, 183	7	24,539	20,915	(3,624)	50.200
860UTILITIES	164,556	171,439	6,883	899.120	857,195	(41,925)	2,057,300
880 OUTSIDE SERVICES	126,091	56,522	(70,469)	BO1,999	282,610	(219,389)	678.400
930FIXED CHARGES	51,386	50,299	(1,087)	260,443	251,495	(8,948)	603,600
950 ALLOCATED EXPENSES	8,745	1,142	(7,603)	8,745	5,710	(3,035)	13,700
960 -TRAVEL & MANAGEMENT EXPENSES-		8,264	2,135	32,858	41,320	8,462	99,200
990MISCELLANEOUS EXPENSES		10,807	2,166	23,578	54,035	30,457	129,700
TOTAL MATERIALS AND SERVICES	448,640	346,225	(102,415)	2,014,658	1,731,128	(283,533)	4,155,100
TOTAL PERS SERV. MAT & SERV EXCL DEPR	691,090	631,401	(59,689)	3,624,241	3,157,005	(467,236)	7,577.60
DIRECT TRANSFERS							
500 SERVICES RECEIVED FROM	25,180	24.959	(221)	141,523	124,795	(16,728)	299,600
560 SERVICES RECEIVED FROM		0		0	,124,730	(10,720)	255,000
SERVICES RECEIVED	25.18Ŏ	24,959	(22Ĭ)	141,523	124,798	(16,728)	299,600
		,		•	·- •		,
570SERVICES PROVIDED FOR	-1,885	-441	1,444	-3,188	-2.205	983	-5,30
SERVICES PROVIDED	-1,885	-441	1,444	-3,188	-2,205 -2,205	983	•
SERVICES FROWIDED	-1,000	-441	1,444	-3,100	-2,205	303	-5,300
B80CAPITALIZED COSTS FOR	+40,979	-48,749	(7,770)	-311,686	-243,745	67,941	

Section (1997)			•				
PORT OF PORTLAND	G A I	N OR LO	S S S T A T	EMENT			PAGE 2.
MR413 RUN 12/15/86		FOR MONTH C	F NOV 1986				
COMBINED SHIP REPAIR YARD							
ACCY DESCRIPTION NO.	ACTUAL	OV 1986 BUDGET	VARIANCE	ACTUAL	R TO DAT BUDGET	E VARIANCE	BUDGETED This fy
CAPITALIZED COSTS TOTAL DIRECT TRANSFERS	-40,979 -17,684	-48,749 -24,231	(7,770) (6,547)	-311,686 -173,351	-243,745 -121,155	67,941 52,196	~585,000 -290,700
TOTAL OPER EXPENSES EXCL DEPR & DHEAD	673,406	607.170	(66,236)	3,450,890	3,038,860	(415,040)	7,286,900
CONTRIBUTION BEFORE DEPR & OHEAD	1,041,994	397,908	644,086	3,727,313	1,989,540	1,737,773	4,774,200
OVERHEAD	77,379	77,379	o	386,895	386,895	o	928,600
TOTAL OPER EXPENSES EXCL DEPRECIATION	750,785	684,549	(66,236)	3,837,785	3,422,746	(415,040)	8,215,500
CONTRIBUTION BEFORE DEPRECIATION	964,615	320,529	644,086	3,340,418	1,602,645	1,797,779	3,845,600
DEPRECIATION	275,094	274, 153	(941)	1,371,655	1,370,765	(890)	3,289,900
OPERATING INCOME OR LOSS	689,821	46,376	643,145	1,968,763	231,880	1,736,883	885,700

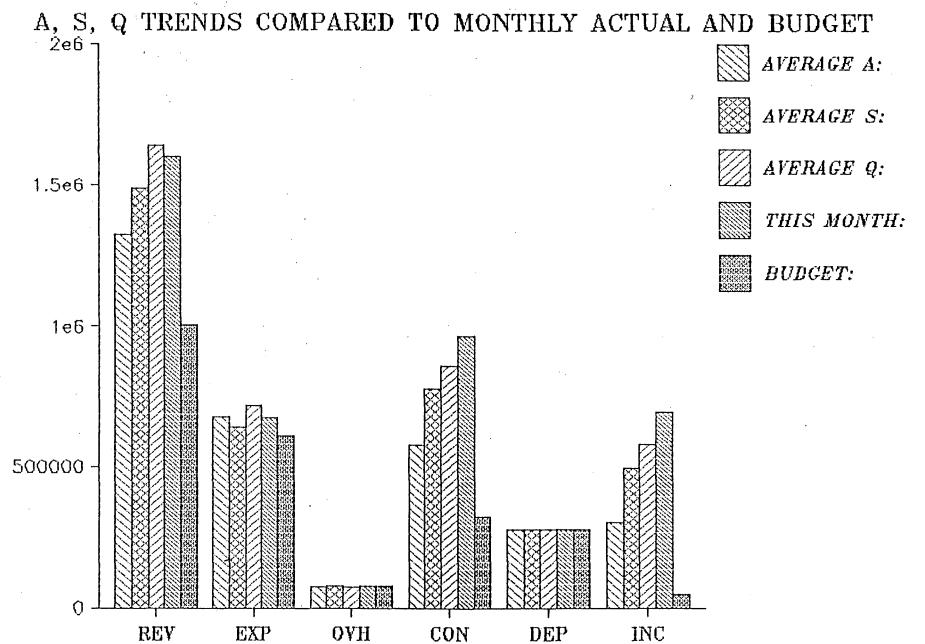
## PSRY FINANCIAL STATUS REPORT FOR THE MONTH



## PSRY FINANCIAL STATUS REPORT FOR THE MONTH



### PSRY FINANCIAL STATUS REPORT FOR THE MONTH:







## **RY** MarketShare

April 12, 1988

No. 28

Jim Beall, Garvey, Schubert & Adams Loy Kahler, Cascade General Ivan Chandler, NMIW Walter Evans, Regan, Tremaine Mike Fahey, Metal Trades Peter Friedmann, Kominers, Fort

Bill Zavin, NMIW Doug Watson, WSI

CLIPS:

JOURNAL OF COMMERCE

SEATTLE DAILY JOURNAL OF COMMERCE

THE OREGONIAN

DAILY JOURNAL OF COMMERCE

MARITIME ADMINISTRATION SALE ANNOUNCEMENTS

ARTICLE RE CRUISE INDUSTRY

PORTSMOUTH EXTRA

ALASKA JOURNAL OF COMMERCE & PACIFIC RIM REPORTER

THE WYDEN REPORT THE FAR SIDE

SEA POWER

COMMERCE BUSINESS DAILY

The attached clips should be of interest to you.

David A. Cheramy, Marketing Manager

Portland Ship Repair Yard

/vm

cc:

Darrel Buttice Dennis Frakes Dick Montgomery

Enclosures

#### OCEANGOING RO/RO BARGES FOR SALE

The Maritime Administration (MARAD), an agency of the U.S. Department of Transportation, is again offering for public sale on an "AS IS, WHERE IS" basis, two triple deck Ro/Ro barges: THE CITY OF SEWARD and RESURRECTION BAY. MARAD first offered these barges, which it obtained through foreclosure, in November 1987; at that time no acceptable bids were received. However, because several competing proposals for use of the barges have recently been made, MARAD is now formally offering them with a deadline of April 22, 1988, for all interested parties to submit their bids.

MARAD will deliver title free and clear of liens.

The principal specifications of the vessels are as follows (no guarantee or warranty as to specifications is made by MARAD):

CITY OF SEWARD & RESURRECTION BAY

Type
Location
Shipbuilder
Delivery Date
Length
Beam

3 Deck Ro/Ro
Tacoma, WA
Marine Power & Equip.
1984
482'
104'

Each successful bidder will be required to make a down payment equal to 10 percent of its bid within seven days of its acceptance. Agreement as to terms for the balance must be made at the time the purchase contract is signed.

Each successful bidder will be required to sign a standard contract which is available upon request. The high bidder may drydock the vessels for inspection at its own risk and expense upon making the required down payment. The high bidder may not assign its right to buy the vessels without the consent of MARAD. MARAD reserves the right to reject any and all bids, or to seek additional bids from the bidders.

Responses must be submitted to the Maritime Administration, Office of Ship Financing, Room 8122, 400 Seventh Street, S.W., Washington, D.C. 20590, Attention: Mr. Richard Wakeman, telephone (202) 366-1919 by C.O.B. April 22, 1988.

Bids will not be accepted from any offerer which has as a general partner, director or significant shareholder, any director general partner, or significant shareholder of the defaulted shipowner.

#### Tug for Sale

The Maritime Administration (MARAD), an agency of the U.S. Department of Transportation, has obtained title through foreclosure to the vessel below. This vessel is now being offered for public sale free and clear of all liens on an "as is, where is" basis. Specifications are as follows (no guarantee or warranty as to specification is made by MARAD):

#### SEACO INTREPID (ex ROBIN XIV)

Length 105' Beam 32' 15'9' Depth Shipyard McDermott EMD 12-567 BC Engines ΗP 2500 1978 Delivery Sun State Marine Location Green Cove Springs, Florida Official Number 596518

The successful bidder will be required to make a down payment equal to 10 percent of its bid within seven days of its acceptance. Agreement as to terms for the balance must be made at the time the purchase contract is signed.

The successful bidder will be required to sign a contract which is available upon request. The high bidder may not assign its right to buy the vessel without the consent of MARAD.

Arrangements to inspect the vessel must be made through MARAD. For additional information, or to arrange an inspection, please contact Mr. Bill Aird (202) 366-1909.

All bids must be submitted in writing to the Maritime Administration, Office of Ship Financing, Room 8122, 400 Seventh Street, S.W., Washington, D.C. 20590, Attention Mr. Bill Aird by COB April 22, 1988. Bids will not be accepted from any purchaser that has as a director or significant shareholder any director, general partner, or shareholder of Seaco International, Inc. or their affiliates.



March 18, 1988

Bill Zavin Northwest Marine Iron Works 5555 N. Channel, Bldg. 2 Portland OR 97217

PSRY PRICING POLICY DEVELOPMENT

I would like to follow up the discussions between your staff and the staff of PSRY to identify ways to improve PSRY's competitiveness and pricing. I have asked PSRY's Marketing Manager, Dave Cheramy, to establish a forum for discussion of issues with NMIW and other PSRY contractors. I'm sure you will agree we have much to gain by an open exchange of views. Similarly, if we are to retain the confidence of the market place, we must present a united front to the community and our customers.

I appreciate the challenges being confronted by NMIW and the resourcefulness being demonstrated by your company in facing these challenges. The Port is always prepared to work with NMIW based upon mutual respect of one another's needs and challenges. I intend to pursue win/win solutions for all concerned and welcome NMIW's active support for this process.

Daye will be contacting your staff soon.

General Manager

Portland Ship Repair Yard

cc: Bob Woodell

/kw



Port of Portland offices located in Portland, Oregon, U.S.A., Boise, Idaho, Chicago, Illinois, New York, N.Y., Washington, D.C., Hong Kong, Manila, Seoul, Singapore, Sydney, Taipei, Tokyo, Henley-on-Thames, England



March 11, 1988

Mr. Bill Zavin, President Northwest Marine Iron Works 5555 N. Channel Avenue Portland OR 97217

PSRY STRATEGIC PLANNING PROCESS UPDATE

Over the past nine months, PSRY has been engaged in an effort to reappraise our industry. Another phase of this process has been completed and we would like to report our findings.

A special meeting will be held at 9 a.m., Wednesday, March 16, 1988, in the PSRY Conference Room to review this effort. Because the findings of the Strategic Assessment will form the basis of future Port business planning at PSRY, your attendance at the meeting and active participation would be appreciated.

If you are unable to attend the meeting or would prefer a presentation of this material to your staff, a separate meeting can be arranged. Please confirm your intentions by calling Susie Barfield at 231-5474.

Guy J. Alvis, General Manager Portland Ship Repair Yard

/sb





March 15, 1988

Mr. William H. Zavin, President Northwest Marine Iron Works 5555 North Channel Avenue Portland, OR 97217

PORTLAND SHIP REPAIR YARD (PSRY) TARIFF NO. 37B DISCOUNT FOR USS OKINAWA (LPH-3)

Thank you for your discount application for the bid on the USS OKINAWA (LPH-3). PSRY is not able to offer the same discount provided in the past for Navy projects and therefore we decline the application you have submitted.

Instead, we are preparing to offer a new rebate arrangement. This would enable you to access the rebate sum that we have budgeted in an equitable manner that you can control. The method we will be offering has been approved in principal by our executive. The finer details have not been formally documented. However, in the instance of the OKINAWA, we are prepared to work with you so that you can determine the best course on this project.

The details of this arrangement will be provided in a separate document in the near future. Please call if you have any questions.

Guy J. Alvis, General Manager Portland Ship Repair Yard

/kw



Port of Portland offices located in Portland, Oregon, U.S.A., Boise, Idaho, Chicago, Illinois, New York, N.Y., Washington, D.C., Hong Kong, Manila, Seoul, Singapore, Sydney, Taipei, Tokyo, Henley-on-Thames, England



January 26, 1988

Bill Zavin Northwest Marine Iron Works 5555 N. Channel, Bldg. 2 Portland OR 97217

PSRY POLICY ON PAINTING AND SANDBLASTING/BUILDING 73

Thank you for your letters of December 7th and December 31st. In preparing my response, I have reviewed PSRY's policy on painting and sandblasting. Briefly stated, our goals remain as follows:

- o To comply with applicable safety and environmental regulations for painting, sandblasting, paint storage, and disposal of spent grit.
- o To reduce contractor costs for compliance through provision of efficient technology and avoidance of duplicate facilities and equipment.

Two basic alternatives have emerged from our discussions with NMIW, Crosby & Overton, Cascade-General, and West State Inc.

- o CENTRALIZATION The Port could acquire painting and sandblasting assets from the various companies; provide a reliable and efficient facility in Bldg. 73; and develop a management concept that would provide equal treatment, fair prices, and quality service to all companies at PSRY. This concept requires that all PSRY contractors commit to exclusive or preferential use of the central facility.
- o DECENTRALIZATION Each company would develop its own painting and sandblasting capability. The assumption is that this is the only method that can assure acceptable quality and control of work flow.



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Painting and Sandblasting/Bldg. 73 January 26, 1988 Page 2

Previously, it was suggested that the Port reinvest in facilities, dilegently pursue independent management, and host contractor participation in developing operation and pricing policies. It is my impression that the Centralization concept has been rejected by all PSRY contractors.

As per our discussion of December 8th, NMIW is free to pursue independent negotiations with C & O to assume their lease and acquire their equipment. PSRY will be objective in evaluating a proposal to relieve C & O of its lease responsibilities should another PSRY contractor be interested. We also provided NMIW with a draft of a Painting & Sandblasting Policy for comment.

If Port participation in the reorganization of painting and sandblasting activities and ownership of Bldg. 73 assets is desired, it must be clear that strong support for the concept be demonstrated by NMIW, C & O, Cascade-General and WSI; PSRY goals must be secured; and determination of management of the facility be an open and publicly competed process.

PSRY remains interested in specific proposals, including concepts similar to NMIW's. If I can be of further assistance, please let me know.

Guy AlVis

General Manager Portland Ship Repair Yard

/kw

Enclosure

cc: Darrel Winnegar, C & O

Loy Kahler, Cascade-General

Doug Watson, WSI



## PSRY POLICY ON

# PAINTING AND SANDBLASTING

- I. On Dry Dock
- II. At Repair Berth
- III. Lay Berths
  - IV. In Yard Areas
    - A. Items too large for Bldg. 73
    - B. Items that will fit in Bldg. 73
      - 1. Items that can be done in 73 on schedule
      - Items that cannot be completed on schedule
  - V. Sand Blasting Material

#### I. On Dry Dock

- o PSRY is permitted within parameters set by the Department of Environmental Quality
  - Can't be a "nuisance" (Fugitive dust or overspray)
  - Can't contaminate river, i.e.; sandblast sand or paint chips
  - Drydock must be cleaned after four evolutions
  - Drydock drains and aprons must be cleaned for every cycle

## II. At Repair Berth

- PSRY has <u>no</u> permit with the Department of Environmental Quality, but ... impact is considered minimal if paint chips and dust are kept out of river and fugitive dust or overspray is not causing a nuisance for others outside PSRY.
- o DEQ could change its position if a problem is perceived to exist.

## III. Layberths

- o At Berths 306, 307, 308, 311, 315 PSRY does not authorize paint or sandblasting on the exterior of ships.
- o PSRY has no authorization from DEQ for painting or sandblasting in these areas.
- o Berths 309, 310 are treated as "Repair Berths" because of their location.

#### IV. In Yard Areas

A. Items too large to be painted or sandblasted in Bldg. 73.

#### Where?

- o New Yard Side Berth 313 preferred.
- o Old Yard Side Berth 304 preferred.
- Central Fabrication Areas O.K.

## IV. In Yard Area - A. (continued)

#### How?

- o When possible work should be enclosed by temporary structure or curtain to confine impact.
- o No work if fugitive dust or overspray will impact others outside PSRY.
- o Sandblast material must meet minimum specifications.
- O Clean up within three days of completing work.
- B. Items that will fit in Bldg. 73
  - 1. Items that can be done in Bldg. 73 on schedule.
    - o Contractors agree to perform all work possible under this category in Bldg. 73.
    - o Bldg. 73 Operator must provide good service at competitive prices and meet agreed upon schedule.
    - o Pricing and performance to be reviewed periodically by PSRY. Failure to perform may result in termination of lease.
    - o Work completed in "controlled environment" with bag house or water curtain functioning.
  - 2. Items that cannot be completed on schedule.
    - o If possible, items should be taken to a blast or paint booth elsewhere in region.
    - o If no alternative available, then treated in Yard same as articles too large for Bldg. 73. (See IV-A)

#### IV. Sandblast Material

- o In controlled environment (like Bldg. 73 or tank) any material that does not cause a nuisance is O.K. Contractor is responsible for disposal.
- o External blasting at Berth or in Yard or Topside at drydock minimum dust emissions Contractor is responsible for disposal.
- o External blasting on Drydock (hull blasting only). Port sets specification no water soluble contaminates in sand Port disposes of sand.

#### **MEMORANDUM**

TO: Ron McGovern

FROM: Bill Zavin

SUBJECT: Telephone Conversation of December 14

As we agreed, I am going to summarize the essence of our discussions of December 14 in this memo. Our discussions centered on two basic issues:

- 1. Northwest Marine Iron Works modification of its Master Ship Repair Labor Agreement with the Pacific Coast Metal Trades Council in a Project Agreement covering the USS CUSHING and USS DULUTH.
- 2. DCAA suggestion of reducing NMIW negotiated forward pricing rates on USS DULUTH and USS CUSHING.

NMIW negotiated with the Pacific Coast Metal Trades Council a reduction in the initial wage on these two projects from \$13.50 per labor hour to \$10.00 per labor hour and a reduction in shift differential and overtime premiums. This reduced our bid target costs and allowed us to successfully compete for the work.

The reduction from the master agreement rates to the project rates was to be paid back to the employees affected from any or all of the 3 following sources:

- 1. All hours that were sold to the Navy which are not consumed in the project would be paid into a pool a the rate of \$10.00 to be distributed pro rata to all those who took the reduction in the project.
- 2. All incentive fees paid to Northwest Marine Iron Works would be allocated to restore the reductions in compensation and then after that restoration is complete, the balance of the performance fees would be shared between the company and the affected employees.
- 3. The difference between the initial project wage rate paid and the master agreement rates would be restored through its inclusion in final negotiated cost to the extent that it would not cause FNC to exceed the ceiling price on the contracts.

It is Northwest Marine Iron Works' concern that since we have not settled the final target costs because of ongoing disputes with the Navy on both projects, that all project costs continue to be allowable costs of FNC (although not yet quantified) under the fixed price incentive contracts.

Ron McGovern Telephone Conversation December 14 Page Two

The final issue, that of the forward pricing rate, was discussed in two sections.

- 1. Initially Northwest Marine Iron Works was concerned that DCAA was going to unilaterally reduce the agreed upon forward pricing rates without considering Northwest Marine/Price Waterhouse audited costs in determining the total forward pricing cost. It was concluded that Northwest Marine would submit these audited final costs in rebuttal to DCAA's apparent decision to reduce the job forward pricing rates.
- 2. It was discussed that even though DCAA had disallowed the master agreement rates from forward pricing consideration during our initial submittal at the commencement of the two projects, that it could very well have been an error on the part of the government. The forward pricing rate discussion which followed led to the proposal that final submission by Northwest Marine of the affected forward pricing rates for the two projects would include the master agreement rates in attempting to establish the total target cost rates for the entirety of both projects.

We need, in conclusion, to resolve the issue of the audited statements on forward pricing rates by the company and second, the possibility of time including on final negotiated costs, the yet to be accrued amounts which would be due upon settlement of the outstanding items which are yet to be negotiated with the USN on these two projects.

We appreciate so much your interest and involvement and look forward to further discussions with you and John Jozwick.

J0B140	•	NORTHWEST MARINE IRON WO	N WORKS				2/29/88	PAGE	1
		`			DDELL	חשבוו			
JOB	START	CUSTOMER		PRG	PREV	PREV INV	EST COMP	PHYS	FINAL INV
NBR	DATE	NAME	DESCRIPTION	MGR	DATE	NBR	DATE	DATE	DATE
1000	8718/83	NORTHWEST MARINE IRO	MAINTENANCE & INDIRECT LABOR	/IVAN C					· · · · · · · · · · · · · · · · · · ·
1066	12/28/87	VARIOUS - JOB SHOP	JANUARY WORK ORDERS	/	2/08/88		1/31/88		- The second
1067	2/01/88	VARIOUS - JOB SHOP	FEBRUARY WORK ORDERS	/	2/16/88		2/28/88		
2782	3/13/85	NORTHWEST MARINE IRO	CHERVON COLORADO	/ IC/DS			3/20/85	3/26/85	
2950	11/04/85	SUPERVISOR OF SHIPBU	USCGC STORIS	/BECKWI	12/01/86	W	8/31/86	2/04/87	
3001	6/01/86	WEST COAST SHIPPING	OPEN CONTRACT	/IVAN C	4/14/87	R	5/31/87	5/31/87	
3010	6/30/86	AMERICAN AUTOMAR	M/V CAPE EDMONT	/IVAN C	10/24/86	Н	9/20/86	10/31/86	
3089	11/03/86	AMERICAN AUTOMAR	M/V CAPE EDMONT	/IVAN C	3/19/87	J	11/30/86	3/27/87	
3110	1/01/87	CHANTIER d'ATLANTIQU	RENTAL CHARGES	/CALLEY	2/01/88	N	1/01/88		•
3131	2/09/87	TACOMA BOATBUILDING	S/S MONTEREY	/GAVIN	7724787	н	5/31/87	6/04/87	
3170	6/01/87	WEST COAST SHIPPING	OPEN CONTRACT	/CHANDL	12/21/87	G	5/31/88		
3180	6/24/87	MOBIL OIL CORP	MOBIL OIL CORP	/CHANDL	1/25/88	С	10/25/87		
3192	7/22/87	BAY TANKERS	S/S NEW YORK	7SCROGG	·		7/31/87	7/23/87	
3196	9/21/87	HOLLAND AMERICA LINE	S/S NOORDAM	/CALLEY	10/30/87	G	10/02/87	10/30/87	
3200	3/30/87	SUPERVISOR OF SHIPBU	USS PAUL F. FOSTER	/	2/17/89	X	6/17/88		
3218	9/02/87	FRITZ MARITIME AGENC	SUN PACIFIC II	/CALLEY			9/03/87	9/04/87	
3558	10/05/87	BAY TANKERS	S/S BAY RIDGE	/SCROGG			10/06/87	10/07/87	
3230	9/29/87	SUPERVISOR OF SHIPBU	USS ANCHORAGE	/LIND			8/15/88		
3240	10/29/87	MILITARY SEALIFT COM	USNS POINT LOMA	75CRUGN	2/03/88	D	12/15/87	12/18/88	
3242	11/13/87	MARINE TRANSPORT LIN	S/S B. T. ALASKA	/GAVIN	2/11/88	В	11/20/87	1/04/88	
3244	11/17/87	FRITZ MARITIME AGENC	M/V AKRITIAS	/GAVIN	12/18/87		11/18/87		

7STEVEN

/KINGRY

**TKINGRY** 

/KUNKEL 12/18/87

2/19/88 H

3/15/88

3715788

2705/88 2/16/88

11/27/87 11/27/87

2/28/88

BARGE CERES

PAN A. M.

M/V TOMIS SEA

USNS OBSERVATION ISLAND

3245 1/29/88 SOUTHERN DREGON MART

3248 11/26/87 KERR STEAMSHIP CO. I

3251 11/30/87 MILITARY SEALIFT COM

3259 12/11/87 PAN A. M. WURLD SERVI

JBB140	NORTHWEST MARINE IRON WORKS				PREV	PREV	2/29/88 EST	PAGE PHYS	
JOB	START	CUSTOMER		PRG	INV	INV	COMP	COMP	FINAL INV
NBR	DATE	NAME	DESCRIPTION	MGR	DATE	NBR	DATE	DATE	DATE
3264	12/21/87	HOLLAND AMERICA LINE	ROTTERDAM/SHIP MATL	/CALLEY			5/31/88		
3270	1/01/88	COLUMBIA FALLS ALUMI	FURNISH 150 ORE RAILS	/RIDDLE	2/11/88	Α	12/15/88		
3271	1/04/88	CUNARD/NAC	C/V VISTAFJORD	/CALLEY	1/21/88		1/15/88	2/10/88	
3274	1719788	U.S. NAVAL SEA SYSTE	MERCY - WARRANTY WORK	/SCROGI			5/01/88		
3275	1/18/88	MILITARY SEALIFT COM	USNS MERCY	/SCROGI	2/17/88	В	4/08/88		
3276	1/19/88	HOLLAND AMERICA LINE	M/V NIEUW AMSTERDAM	/CALLEY			5/30/88		
3279	1722788	BENDIX	MERCY SUPPORT / BENDIX	/SCROGG			4/30/88		
3281	1/29/88	W. N. C.	M/V PROJECT 100	/NUGENT			5/31/88		
3284	2/03/88	MILITARY SEALIFT COM	USNS MYER/GUARANTEE WORK	/MITCHE			2/10/88	2/06/88	
3286	2/08/88	BARBER SHIP MANAGEME	M/V CAPE EDMONT	/RIDDLE			2722788		
3287	2/08/88	MARITIME OVERSEAS CO	M/V OVERSEAS BOSTON	/VETERE			2/12/88	2/10/88	
3288	2/11/88	MARINE TRANSPORT LIN	M/V MARINE PRINCESS	/GAVIN			2/15/88	2/25/88	2/19/88
3289	2/12/88	AMERICAN PRESIDENT L	S/S PRESIDENT JACKSON	7LIND			3/15/88		•
3290	2/12/88	AMERICAN PRESIDENT L	S/S PRESIDENT ADAMS	/LIND			3/15/88		
3291	2/13/88	HYUNDAI MERCHANT MAR	M/V HYUNDI I	/CHANDL			2/16/88	2/25/88	
3292	2716788	WEST COAST SHIPPING	5/S CORNUCOPIA	7CHANDL		············	2/23/88	2/22/88	
3293	2/16/88	WEST COAST SHIPPING	BARGE COLUMBIA*CANCELLED	/CHANDL			2/23/88	2/22/88	2/22/88
3294	3/15/88	SAUSE BROS. OCEAN TO	BARGE NESTUCCA	/SAUNDR			3/22/88		
3295	2/17/88	INTERNATIONAL SHIPPI	M/V HAKUFU	/GAVIN			2718788	2/18/88	
3296	2/24/88	WEST COAST SHIPPING	S/S SANSINENA II	/CHANDL			2/29/88		
			***						

/NUGENT 4/02/87 Q

7/30/86

7MCMURY 12724786 S 6729786 2704787

2/04/87

TOTAL JOBS ON REPORT 47

7001 9/29/85 SUPERVISOR OF SHIPBU U.S.S. CUSHING

7500 9/29/85 SUPERVISOR OF SHIPBU U.S.S. DULUTH

J0B140		NORTHWES	T MARINE IRON WORKS	WORK ORDER DATA				2/29/88	PAGE	3
JOB NBR	WORK NBR	START DATE	CUSTOMER NAME	DESCRIPTION	PRG MGR	PHYS COMP DATE	FINAL INV DATE			
1064	0005	11710787	WEYERHAEUSER CO.	CHANGE DRYER HEAD	·/	12/03/87				
1064	0006	11/10/87	WEYERHAEUSER CO.	CHANGE BEARING FELT ROLL	/	12/03/87				
1064	0007	11/10/87	WEYERHAEUSER CO.	REPLACE BEARING & GEARS	/	12/03/87	٠			
1064		11710787	WEYERHAEUSER CO.	REPAIR CHAIN & ROLLER		12/03/87		<del></del>		
1064	0009	11/13/87	WEYERHAEUSER CO.	STRETCH ROLL IN #3 SEC	_/ `	12/03/87				
1064	0011	11/17/87	WEYERHAEUSER CO.	CHANGE FELT ROLLERS	/	11/22/87				
1064	0012	11/17/87	WEYERHAEUSER CO.	REPLACE BROKEN HEAD BOLTS		11/22/87				
1065	0009	12/21787	CONTINENTAL MARITIME	ENG SVCS ON USS BARBEY		02/12/88				
	0011		MRS. GEORGE GREBE	REPAIR BOAT DECK	,	01/13/88				
1066	0002	01/05/88	CONTINENTAL MARITIME	ENG SVCS FOR USS COOK		00/00/00				
1066	0007	01/26/88	SHOP SERVICES INC.	MACHINE 3" CROSBY VALVE	/	00/00/00				
1067	0002	02/03/88	R & B INNOVATIONS IN	BORE HOLES IN MAPLE BLOCKS	/	02/25/88	<u> </u>			
1067	0003	02705788	CONTINENTAL MARITIME	ENG SVCS ON USS WILSON		00/00/00				
1067	0006	02/11/88	COLUMBIA STEEL CASTI	STEEL CASTING PRESS WORK 2	/	00/00/00				
1067	0007	02/17/88	C. H. MURPHY	FAB TUBE SUPPORT SPIDERS	/	02/25/88				
1067	0008	02717788	CASCADE GENERAL	FORM PLATE	7	00/00/00				
1067	0009	02/17/88	COLUMBIA STEEL CASTI	PRESS 1 KICK OUT DOOR	/	00/00/00				
1067	0010	02/19/88	WEYERHAEUSER CO.	REPAIR 1 SPOOL PIECE	/	00/00/00				
1067	0011	02/23788	CASCADE GENERAL	OPTICAL ALIGNMENT RUDDER		02/25/88				
1067	1008	02/12/88	COMMERCIAL RPR & MAC	BLAST 2 PUMP BODIES	/	02/19/88				
1067	1009	02/16/88	COMMERCIAL RPR & MAC	BLAST 1 BODY	/	02/19/88				
1067	1010	02/17/88	C. H. MURPHY	BLAST 1 EXCHANGER SHELF	7	02/19/88				
1067	1011	02/17/88	AMSCO REFRIGERATION	BLAST INSIDE 3 PIPES	/	00/00/00				
1067	1012	02/16/88	COMMERCIAL RPR & MAC	BLAST & PAINT 4 PUMP HEADS	. ,	02/25/88				

. UDB140		NORTHWES	T MARINE IRON WORKS	WORK ORDER DATA				2/29/88	PAGE	4
JOB	WORK-	START	CUSTOMER		PRG	PHYS COMP	FINAL			
NBR	NBR	DATE	NAME	DESCRIPTION	MGR	DATE	DATE			
1067	1013	02/19/88	COMMERCIAL RPR & MAC	BLAST & PAINT PUMP PARTS	7	02/25/88			- v4-1) (magain, APITE (4-2 mag 12m)	
1067	1014	02/22/88	COMMERCIAL RPR & MAC	BLAST 2 ROTORS	1	/ /				
1067	1015	02/22/88	DIESEL SERVICE UNIT	BLAST 1 TRAILER	/	02/25/88				
1067	1016	05/55/88	DIESEL SERVICE UNIT	BLAST TRUCK		02/25/88				
1067	1017	02/24/88	E.C. DIST.	BLAST 1 BLOWER		02/25/88				
1067	1018	02/25/88	WESTERN WIRE & ROPE	BLAST & PAINT LADDERS	/	00/00/00				
1067	1019	02/25/88	NMIW - SHOP	BLAST BASE OF 2 SIDE PCS	/	02/25/88			*	
1067	1020	02/25/88	AMERICAN TRUCK CENTE	BLAST SERVICE BODY	/	00/00/00				
1067	1021	02/26/88	AMERICAN TRUCK CENTE	BLAST TRUCK, TRAILER & CAB	/	00/00/00				
1067	1055	02/26/88	ROWE BROTHERS	BLAST 1 FIRE TRUCK	7	00/00/00				
TOTAL	WORK ORD	ERS 34								

### JUSTIFICATION FOR PAYMENT

## A. Introduction

The Statement of Facts section of this Request for Equitable Adjustment reviews the Project's history and addresses the various difficulties encountered by Northwest Marine Iron Works ("NMIW") as it performed its contractual obligations. This section discusses the justifications under which NMIW is entitled to additional compensation as a result of that performance.

On August 19, 1985, the Naval Sea Systems Command ("NAVSEA") and NMIW executed a 53-page written agreement, No. N00024-85-C-8506, under which NMIW was to perform the regularly scheduled overhaul of the U.S.S. Duluth. The contract provided for a Total Target Cost of \$12,282,010.00 divided among four major work packages. 96% of the Target Cost was allocated to the "D&F" ALTS package funded by the Type Commander ("TYCOM") and the "K" ALTS package (funded by NAVSEA). See pg. 2 of 53. As detailed in the Statement of Facts section, NMIW seeks compensation for each of the following:

- (1) The Navy's redefinition and misuse of the supplemental manday reservation;
- (2) Impact costs resulting from the growth of the underwater hull work;
- (3) Direct and impact costs resulting from the defective specification issued for the electronic ship alteration package;
- (4) Direct and impact costs resulting from the activities of Ship's Force; and
- (5) Impact costs incurred when the Duluth's extended dry dock period disrupted the dry dock schedule of the USCGC Storis.

NMIW's entitlement to compensation in each of these areas is discussed below.

## B. Supplemental Manday Reservation

Section C of the Contract created four manday reservations, each priced at \$152.00 per manday. Each reservation was characterized as either "Supplemental" or "Emergent" and was intended to cover the labor required to perform additional work not identified in the Duluth's initial bid package. In all, 14,000 mandays were reserved. 7,000 were designated as Supplemental and the remaining 7,000 were characterized as Emergent. Of the 7,000 Supplemental mandays, 5,000 were allocated to TYCOM with the remaining 2,000 assigned to NAVSEA. The Contract defines Supplemental and Emergent work:

All work identified after contract/option award is either "supplemental" or "emergent" work. Supplemental work is defined as additional work items resulting from either Contractor or Government proposed changes to the basic work package. Emergent work is defined as additional work items resulting from open and inspect requirements, testing and new requirements identified after A-10.

Contract N00024-85-C-8506, page 4 of 53 (Ex. 2).

Furthermore, the Contract clearly establishes the manner in which Supplemental work was to be authorized:

The supplemental work package will be incorporated by modification into the basic contract on or before A-10 days prior to the production commencement date for the ship.

Contract N00024-85-C-8506, page 4 of 53 (Ex. 2). The intent to so incorporate the Supplemental work package was confirmed by NAVSEA's response to Offeror's Questions Nos. 80 and 107,

and the authority delegated to SUPSHIP as discussed in the Statement of Facts section of this REA. Although internally inconsistent and confusing, the Navy's answers do state that the supplemental work package was to be defined by addendum, and thus prior to the award of the contract. NMIW responded to the RFP believing that the work package utilizing the 7,000 Supplemental mandays would be identified and incorporated into the Contract prior to the production commencement date of the ship.

However, at the A-10 date, no such package had been so incorporated. NMIW's position was at that time, and still is now, that none of the Supplemental manhours could be authorized after the A-10 date. The plain meaning of the clause is that Supplemental work was to be identified at a time prior to the start of production—a time when pre-production scheduling was still possible. It is NMIW's position that the Navy reserved only 7,000 mandays (of Emergent work) for new requirements identified once production was under way. Any new requirements authorized in excess of the Emergent reservation should have been priced at NMIW's Forward Pricing Rate of \$220.48 per manday.

SUPSHIP initially concurred with NMIW and issued only Emergent or Forward Priced Modifications during the first few months of the project. The importance of this early concurrence has been highlighted by the Interior Board of Contract Appeals:

[T]he actions of the parties prior to a dispute is the most pursuasive evidence of the meaning to be accorded a contract provision which might reasonably be susceptible to differing interpretations.

Cen-Vi-Ro of Texas, Inc., IBCA 718-5-68, 73-1 BCA ¶9,903 at 46,366 (1973). Both SUPSHIP and NMIW considered the Supplemental reservation to be unavailable in the early production phase of the project. Yet, during October, 1985, SUPSHIP and NAVSEA began the redefinition of the supplemental and emergent work items. It was not until late November of 1985 (after the scope of the additional underwater hull work had been determined) that the Navy began to classify new work as "Supplemental". It was then that this dispute came to a head.

The issue here is solely one of contract interpretation. Contract interpretation is the process of ascertaining the meaning of a promise, agreement, or contract term. See

Restatement (Second) of Contracts, \$200 (1981). SUPSHIP appears to have accepted NMIW's definition of Supplemental work through November of 1985. Thus that definition should prevail:

Where the parties have attached the same meaning to a promise or agreement or a term thereof, it is interpreted in accordance with that meaning.

Restatement (Second) of Contracts, §201(1) (1981). The Supplemental reservation clause appears to be facially clear and straight forward. The clause plainly states that Supplemental work is to be identified and incorporated prior to the A-10 date. Labor for all new work after that date is to utilize the Navy's Emergent reservation's or NMIW's Forward Pricing Rate.

Although the contract language does not appear to be susceptible to any other interpretation, the Navy now maintains that the clause permitted the use of the supplemental reservation throughout the entire project. The Navy, however, cannot

interject a different meaning merely by, apparently, ascerting that an ambiguity exists within the contractual language:

It may be stated generally that a contract is not ambiguous merely because the parties have reached conflicting interpretations of its terms. A contract is amgibuous only if it is susceptible of two different and reasonable interpretations each of which is found to be consistent with the contract language.

1 J. McBride & T. Touhey, Government Contracts, §2.10[1] (1978) (emphasis added), citing Appeal of Allison & Haney, Inc., IBCA 587-9-66, 69-2 BCA 7,807 (1969), and Sun Shipbuilding & Drydock Co. v. United States, 393 F.2d 807 (Ct. Cl. 1968).

In order to prevail, the Navy must demonstrate that its interpretation of the Supplemental Work Clause--allowing authorization throughout the project--is (1) reasonable, and (2) consistent with the contract language. Not only is the Navy's use of the reservation unsupported by the contractual language, it directly conflicts with the language establishing the pre A-10 incorporation requirement.

It is, of course, well settled that an interpretation which gives effect to all terms of a contract is to be preferred to one which would nullify or render meaningless other terms of the contract.

Cen-Vi-Ro of Texas, Inc., 73-1 BCA at 46,366 (footnote omitted) citing Hol-Gar Manufacturing Corp. v. United States, 351 F.2d 972 (Ct. Cl. 1965). Whereas NMIW's interpretation is consistent with all of the language used, the Navy's interpretation appears to nullify the essence of the clause.

Even if the Navy can demonstrate an ambiguity in the contractual language, and that it's interpretation of the clause

is reasonable and consistent with that language, NMIW's interpretation must prevail:

To prevail on this issue, it is not essential that plaintiff [the contractor] demonstrate his position to be the only justifiable or reasonable one. A specification susceptible to more than one interpretation, each interpretation found to be consistent with the contract's language and the party's objectively ascertainable intentions, becomes convincing proof of an ambiguity; the burden of that ambiguity falls solely upon the party who drew the specification.

Bennett v. United States, 371 F.2d 859, 861 (Ct. Cl. 1967) citing

Peter Kiewit Sons' Co. v. United States, 109 Ct. Cl. 390 (1947).

It is well established that an ambiguity generally operates

against the drafter of the ambiguous language. Bennett at 861,

see also Restatement (Second) of Contracts, \$206 (1981) and cases

cited therein.

Furthermore, SUPSHIP's conduct during the early phase of the project demands that NMIW's interpretation of the Supplemental work clause be accepted. SUPSHIP knew of the meaning attached by NMIW. It issued Price Proposals and Modifications at the contractor's Forward Pricing Rate—apparently acquiescing to NMIW's interpretation.

Where the parties have attached <u>different</u> meanings to a promise or agreement or a term thereof, it is interpreted in accordance with the meaning attached by one of them [NMIW] if at the time the agreement was made

- (a) That party [NMIW] did not know of any different meaning attached by the other [the Navy], and the other [the Navy] knew of the meaning attached by the first party [NMIW]; or
- (b) That party [NMIW] had no reason to know of any different meaning attached by the other [the Navy], and the other [the Navy] had

reason to know of the meaning attached by the first party [NMIW].

Restatement (Second) of Contracts, §201(2) (1981) (emphasis added). SUPSHIP never clearly articulated any interpretation of the Supplemental Work Clause until long after it knew of the meaning attached by NMIW.

A government contractor cannot properly be required to exercise clairvoyance in determining its contractual responsibilities. The crucial question is "what plaintiff would have understood as a reasonable construction contractor", not what the drafter of the contract terms subjectively intended.

Corbetta Construction Co., Inc. v. United States, 461 F.2d 1330, 1336 (Ct. Cl. 1972) (footnote omitted); quoting Norcoast Constructors, Inc. v. United States, 448 F.2d 1400 (Ct. Cl. 1971).

As a reasonably prudent shipbuilder, NMIW understood the Supplemental Reservation Clause to require pre-production identification. This understanding is fully supported by the language of the clause and the contemporaneous activities of both parties. The Navy, on the other hand, never clearly articulated any understanding of the clause under several months after production was underway. When the Navy did finally decide upon a meaning, it adopted a position that actually negated a portion of the language used.

The Navy has not demonstrated that the clause is ambiguous. Even if it can do so now, it has not demonstrated that it's interpretation is reasonable and consistent with the language of the clause. All of the rules of interpretation dictate that NMIW's meaning must be adopted. Under that

adoption, the Supplemental Reservation was not available after the A-10 date.

During production, the Navy had an Emergent Reservation of 7,000 mandays to issue as new requirements arose. Labor for work in excess of that reservation should have been priced at NMIW's Forward Pricing Rate. Instead, TYCOM insisted that it had 10,000 reserved mandays (5,000 Emergent and 5,000 Supplemental) which it could use throughout the entire project. NMIW protested the Navy's use of the Supplemental Reservation Clause, but complied with the Navy's interpretation in order to facilitate the orderly completion of it's contractual requirements. Subsequently, labor for the Ballast/Deballast Piping Package was debited from TYCOM's Supplemental Reservation. Labor for the Underwater Hull repairs was charged against TYCOM's Emergent Reservation—possibly because SUPSHIP had previously advised COMNAVSURFPAC San Diego that:

In event TYCOM's supplemental work reservation is used up, hourly cost rate will be 35.90 dols.

SUPSHIP Seattle Administrative Message, December, 1985, (Ex. 1).

The issuance of the Maximum Priced Modifications for the Ballast/Deballast piping system and the Underwater Hull repair work effectively terminated NMIW's ability to argue for the plain meaning of the clause. NMIW maintained its position until it was clear that the Navy would not yield.

NMIW's subsequent acceptance of work characterized by the Navy as "Supplemental" cannot be said to constitute a

modification of the original contract language. Neither party manifested an intent to modify the Supplemental Work Clause. No contract modification was ever issued redefining the meaning of Supplemental work. At issue here is solely a question of contract interpretation, not one of modification. The Navy adopted, and insisted upon, an interpretation which cannot reasonably be supported by the basic rules of construction. Under that interpretation, the Navy misused the Supplemental manday reservation and in doing so, breached its contractual obligations. NMIW is entitled to compensation for the damages resulting from that breach.

## C. <u>Maximum Priced Modification Overruns - Direct Costs</u>

SUPSHIP issued six Maximum Priced Modifications. One has been closed out and it is expected that another four will be settled prior to the submittal of this request. One remains open and is the subject of this REA. Each Modification identified a specific scope of work requested by the Navy. In most cases, the actual work required exceeded that identified by the Modification. This, in fact, was to be expected. Most of the Max Mods contained explanatory language typical of the following:

As there is not sufficient time and/or information in which to negotiate, it is agreed that as a result of the above change, and pending completion of negotiations, a maximum increase in contract pricing is established as follows . . .

Amendment/Modification Continuation Sheet, pg. 2 of 2 (emphasis added), (Ex. 3). The quoted language clearly demonstrates that the full extent of the required work was not known at the time

the individual Max Mods were executed. The Max Mods merely established the cost of the work known as of the date of execution. This REA seeks compensation for additional work identified after the known work began, and/or additional work resulting from existing conditions other than those known at the time the pertinent Max Mod was signed. Requiring NMIW to perform work beyond that contemplated by the Maximum Priced Modifications amounted to the issuance of a constructive change. The cost of work performed under a constructive change is recoverable.

Addressing a contractor's claim that the government required more partition work than that authorized, the General Services of Board of Contract Appeals outlined the rule of constructive changes:

What we needed from appellant, and got only in sketchy terms, was a showing that the work it did went beyond even the installation of 36,160 linear feet of floor-to-ceiling partitions. Here and there we found evidence of such installations as a partition made of lead that extended up through the suspended ceiling to the bottom of the slab above. We are not aware of any contract provision that called for the installation of such partitions. If (1) the Government required appellant to install more feet of partitions [than] the contract called for, or (2) the Government required appellant to install partitions of a type not called for by the contract, or (3) the Government required appellant to install any partitions in a non-standard manner, and (4) appellant has not yet been compensated by the Government for any such installation work, then (5) there was a constructive change and appellant should be paid.

Appeal of Utley-James, Inc., GSBCA 5370, 85-1 BCA ¶17,816 at 89,111 (1984) (emphasis added). NMIW is entitled to its direct

costs of the actual work performed in addition to the Max Mod work.

## D. Additional Underwater Hull Repair - Impact Costs

The tremendous amount of additional hull repair work and the manner in which the Navy went about authorizing it severely displaced NMIW's planned work sequence. Additionally, the package caused NMIW to suffer labor inefficiencies in the performance of its remaining contractual obligations. Displacement and inefficiency costs resulting from an ordered change are recoverable. To date, NMIW has not been compensated for these costs nor has it waived or released its right to claim them at this time.

As early as September 15, 1985, SUPSHIP made it clear that, because of the private/public shipyard competition, it would negotiate changes on the basis of "work scope" only and that inefficiency and displacement costs would not be considered unless "absolutely quantified". See Statements of Dan Enz recorded in the Project Notes of G. Newell dated September 15, 1985 and November 22, 1985 (Ex. 1). This is a standard much higher than that imposed on a contractor by law:

A claimant need not prove his damages with absolute certainty or mathematical exactitude. (Citations omitted). It is sufficient if he furnishes the court with a reasonable basis for computation, even though the result is only approximate. (Citations omitted). Yet, this leniency as to the actual mechanics of computation does not relieve the contractor of his essential burden of establishing the fundamental facts of liability, causation, and resultant injury (citations omitted).

Appeal of Ingalls Shipbuilding Division, Litton Systems, Inc.,
ASBCA 17579 78-1 BCA ¶13,038 at 63,668 (1978) quoting Wunderlich
Contracting Co. v. United States, 351 F.2d 956, 968-69 (Ct. Cl. 1965).

Although an absolute quantification is not required, a contractor cannot reach the other extreme and propose a recovery based upon the so-called "total cost approach". The <u>Ingalls</u>

<u>Shipbuilding</u> board addressed the gray area in between these two extremes.

The use of a so-called total cost approach is not prohibited per se. [Citation omitted]. However, because of the dangers inherent in such approach, it is subject to careful scrutiny so as to satisfy the adjudicating body that the Government is not charged with the difference between actual costs incurred and the bid merely because the difference Therefore, various tests or considerations have been developed to assure that there is some reasonable basis upon which to make a determination of quantum. Essentially, the courts and boards will permit recovery where convinced that proper safeguards exist, that there is no better method of proving costs, and that there is some basis of reaching a determination of a reasonable amount related to the entitlement found. [Citations omitted]. Proof of quantum need not be exact.

## Ingalls Shipbuilding, 78-1 BCA at 63,667-68.

SUPSHIP's instructions to price changes at direct cost only, coupled with its unwillingness to even consider any impact costs "unless absolutely quantified", amounted to a flat refusal to negotiate any inefficiency and displacement costs arising from the additional work. Such a refusal is demonstrated not only by the Navy's statements to NMIW but also by the executed modifications, themselves. Even the most cursory review of the

executed Maximum Priced Modification indicates that the parties addressed direct costs only. In fact, the preceding subsection established that even the <u>direct costs</u> of the identified work could not be accurately predetermined. Clearly, SUPSHIP's refusal to consider impact costs cannot be said to evidence an intent to include such costs in the Maximum Priced Modification. Without such an intent, the Modification cannot work an accord and satisfaction of NMIW's claim of compensation for such impact costs.

An accord and satisfaction has been defined by the Court of Claims as follows:

Discharge of a claim by accord and satisfaction "means a discharge by the rendering of some performance different from that which was claimed as due and the acceptance of such substituted performance by the claimant as full satisfaction of his claim." 6 Corbin, Contracts §1276 (1962). An accord and satisfaction has been aptly described in the following manner:

"The essential elements of an effective accord and satisfaction are proper subject matter, competent parties, meeting of the minds of the parties, and consideration. And its most common pattern is a mutual agreement between the parties in which one pays or performs and the other accepts payment or performance in satisfaction of a claim or demand which is a bona fide dispute. \* \* \* "

Brock & Blevins Co. v. United States, 343 F.2d 951, 955 (Ct. Cl. 1965) guoting, Nevada Half Moon Mining Co. v. Combined Metals

Reduction Co., 176 F.2d 73, 76 (10th Cir. 1949). Thus, an accord and satisfaction can operate as a bar to subsequent compensation where the contractor agrees to accept a change order or contract modification as full and complete settlement of the cost of the

ordered change. However, an accord and satisfaction is not accomplished where the parties understand that the modification only addresses a portion of the contractor's compensable costs.

The language used by the Navy when drafting the Maximum Price Modification also supports NMIW's belief that it was being compensated only for the direct costs of the specifically enumerated work. A comparison of the language of the fixed priced modifications to that of the Max Mods reveals a notable omission. The fixed priced modifications typically contain language as follows:

The change in delivery dates, target costs, target profit, target price, or ceiling price described above is considered fair and reasonable and has been mutually agreed upon in full and final settlement of all claims arising out of this modification and any other modifications or change orders indicated above, including all claims for delays and disruptions resulting from, caused by, or incident to such modifications or change orders.

Amendment/Modification Continuation Sheet, pg. 2 of 2 (Ex. 3). The Maximum Priced Modification for the Underwater Hull work, A00013, notably contains no such language. In fact, the Max Mod states that there is not sufficient time and/or information in which to negotiate a full and final settlement for the proposed work:

As there is not sufficient time and/or information in which to negotiate, it is agreed that as a result of the above change, and pending completion of negotiations, a maximum increase in contract pricing is established as follows . . .

Modifications A00013, Block 14.2 (emphasis added) (Ex. 3). If there was not sufficient time and/or information in which to

negotiate the direct costs of the enumerated work, there certainly was not sufficient time and/or information in which to negotiate the associated displacement and inefficiency costs.

There simply was not a manifested intent to execute the Maximum Priced Modification as an accord and satisfaction of all claims arising out of this additional hull repair work.

The Armed Services Board of Contract Appeals has adopted the Brock & Blevins Co. definition of accord and satisfaction.

In Appeal of Ingalls Shipbuilding Division, Litton Systems, Inc., ASBCA 17579, 78-1 BCA ¶13,038 at 63,662 (1978), the Navy ordered numerous changes to a shipyard's contracts to construct four nuclear attack submarines. The extent of those changes, and the manner in which they were ordered, impacted not only the contractor's work on the submarine contracts but also its ability to perform other work in the yard. The Navy, however, refused to consider any impact claims when negotiating contract modifications. Addressing the possiblity of accord and satisfaction, the Board found that:

In our opinion the facts in this appeal indicate that at least one of the essential elements which must be present before there can be an accord and satisfaction is missing. The facts here actually show that neither side intended nor understood that any of the various releases were to cover this dispute. Appellant's contract negotiator specifically excluded them after being told not to include such amounts. While none of the Government witnesses testified they could recall telling appellant to exclude so-called impact claims when negotiating changes under the submarine contract, the Government contract negotiator did testify that, while he could not recall any such discussion, his response would have been as represented by appellant's contract negotiator (Finding 106). Since there was no

intention by either party that any increase in contract price include payment for the amount sought in this appeal, we conclude that there was no accord and satisfaction.

Ingalls Shipbuilding, 78-1 BCA at 63,663. (Emphasis added).

Here, as was the case in <u>Ingalls Shipbuilding</u>, the parties' contemporaneous actions demonstrate that the executed contract modifications were not intended to include compensation for inefficiency and displacement costs. There was no meeting of the minds on this issue and thus there can be no accord and satisfaction stemming from the executed Maximum Priced Modification. Similarly, the General Services Board of Contract Appeals has found that an executed modification does not necessarily bar subsequent claims for indirect costs associated with the ordered change:

Appellant's position is very straight forward. It argues that when the contract modifications were negotiated for the various changes, it was not certain that "extended overhead" costs would be incurred and therefore it did not negotiate an adjustment for such costs.

\* \* \*

The government argues that where a change order is accepted without protest it is considered a final agreement as to the equitable adjustment and the time extension stated therein, and is a ban to any further claim by the contractor, [citations omitted]. The government further argues that an intention to reserve any items for future claim must be clearly and explicitly expressed [citation omitted].

\* \* \*

[T]here is not an absolute requirement that a contractor affirmatively reserve its claim.

\* \* \*

It is unrealistic to expect a construction contractor always to be in a position to price forward a required change arising during the course of performance with full awareness of the impact the changes will have on the project. Of course, the parties could agree to do so.

In this case, the behavior of the parties belies the contracting officer's position that the monetary adjustments in the initial contract modifications constitute final and complete adjustments for those changes. As stated above, the record . . . indicates a tacit understanding between the parties that some cost elements were excluded from appellant's original pricing proposals. Such behavior of the parties negates any implication that a mutual agreement in full satisfaction of appellant's claim for equitable adjustment was reached.

Roberts Construction Co., GSBCA 5724, 81-1 BCA ¶15,104 at 74,731-32 citing Blake Construction Co., Inc., GSBCA 4742, 80-2 BCA ¶14,756 (1980).

In <u>Blake Construction Co., Inc.</u>, the GSBCA determined that an executed contract modification did not bar, by accord and satisfaction, the contractor's subsequent claim for impact costs.

The Government relies on this Board's decision in Dawson Construction Co., GSBCA 3998, 75-2 BCA ¶11,563, in arguing that appellant cannot claim any further adjustment in the contract price as a result of Change Order No. 124. The Board stated in Dawson, supra, at 55,203:

"It is well established that where a Change Order is accepted without protest it is considered a final agreement as to the equitable adjustment and time extension stated therein and a bar to any further claim by the contractor.

While there is no dispute that appellant did not expressly reserve its claim to impact damages, appellant nevertheless insists upon its right to assert its claim, relying upon the decision of the Court of Claims in Emerson-Sack-Warner Corp. v. United States, [416 F.2d 1335 (Ct. Cl. 1969)]. That decision involved the unprotested signing of a change order that granted a time extension but was silent about any increase in the contract price and contained no reservation of a claim to such a cost adjustment.

\* \* \*

The Board agrees with appellant that Change Order No. 124 does not constitute a mutual agreement in satisfaction for the claim for impact costs. We need not disturb our previous holding in Dawson, that an unprotested change order constitutes a final agreement with respect to "the equitable adjustment and time extension stated therein . . . " (Emphasis added). However, <u>Dawson</u> must be read to cover only those claims which are or should be genuine issues in dispute at the time the change order is issued. Unless specifically represented otherwise, a change order should not and cannot be interpreted to discharge a claim which is not genuinely in actual or potential dispute at the time, for there can be no mutual agreement with respect to that claim.

\* \* \*

We conclude that the contracting officer never intended to pay for impact costs as a part of the "direct costs" allowed here for the changed work. The record suggests that impact costs were not even in dispute at the time of the equitable adjustment for the changed work, particularly in view of the commonly held notion that Rice precluded payment. There is no evidence that impact costs were ever the subject of negotiations preceding the equitable adjustment for the changed work.

\* \* \*

In view of the absence of impact costs as a genuine issue of fact at the time of the equitable adjustment, and in view of the apparent silence of Change Order No. 124 with respect to the discharge of appellant's claim for impact costs, the Board concludes that Change Order No. 124 does not manifest a

mutual agreement in satisfaction of appellant's present claim, and therefore does not discharge that claim by accord and satisfaction.

Blake Construction Co., Inc., GSBCA 4742, 80-2 BCA ¶14,756 at 72,838-39 (1980).

In <u>Blake</u>, impact costs were not negotiated because the contracting officer believed that the <u>Rice</u> Doctrine barred his authority to authorize compensation for such costs. Although the <u>Rice</u> Doctrine is not known to be a factor in this REA, the analogy is still on point. In both cases, impact costs were not a subject of negotiation prior to the execution of the relevant contract modification. In fact, the Maximum Priced Modication was issued in the present case because NMIW and SUPSHIP could not fully negotiate the <u>direct costs</u> of the additional Underwater Hull work. Inefficiency and displacement costs were simply not the subject of the Max Mod and, thus, the modification cannot work an accord and satisfaction of those costs. There was no bona fide dispute relating to these costs at the time of execution of the modification.

The next level of inquiry must be into the effect, if any, given to the release language printed on SUPSHIP's Standard Price Proposal Form 4265/1:

The undersigned agrees that the above-specified work will be accomplished at the price stated above, which includes costs of all delays and/or disruptions involved in this work and will be completed by the current job order completion date, unless specified above.

Modification A00013 (emphasis added), (Ex. 3). Yet, on these forms, no price is "stated above". The "total price" line

immediately above the release language is blank on both modifications. Also left blank are the contractor and government signature lines immediately following the above-quoted language.

(See Ex. 3).

The Court of Claims has spoken on the inclusiveness of contractual release language:

In L. W. Packard & Co. v. United States, 66 Ct. Cl. 184, at pg. 192, this court said:

"We need not cite authorities to sustain the fact that a receipt or release, however inclusive in terms, is subject to explanation as to the subject matter of the accord and satisfaction."

We think this statement is good law. We see no tendency of the law in the direction of evaluating form over substance; or of imposing upon parties a bargain which they never intended to make.

Nippon Hodo Co., Ltd. v. United States, 160 F. Supp. 501, 502 (Ct. Cl. 1958).

The unexecuted release language on the 4265/1 Price

Proposal exists in form only. Plainly stated, none of the

parties executed these price proposal forms. The Amendment
Modification Form incorporates the Specification language of the

Price Proposal but does not expressly incorporate the Price

Proposal form itself. Furthermore, the proported release

language, as drafted, is meaningless absent an accompanying price

and the required signatures.

The inoperative release language of the Price Proposal form, the absence of the normally included release language on the Modification Form itself, and the Modification language

noting the lack of sufficient information by which to negotiate final costs, all indicate that the Maximum Priced Modification was not intended to release NMIW's right to claim displacement and inefficiency costs at a later date.

Displacement and inefficiency costs are properly characterized as "Cumulative Impact Costs.". These costs would not have been released even if the language had been properly executed. Again, the Ingalls Board illustrates:

Since we have held that there was no accord and satisfaction addressed specifically to the claims before us, we must consider whether any of the various releases executed in supplemental agreements to the contracts involved in this appeal act as a bar in whole or part to the claims before us. Hundreds of supplemental agreements were executed to the three submarine contracts. The release language varied depending upon the purpose of the particular agreement. Most of the supplemental agreements executed prior to July, 1970 concerned changes made in construction of the submarines. contained the type of language set forth in finding 105 and recited that it:

. . . is considered to be fair and reasonable and has been mutually agreed upon in full and final settlement of all claims arising out of this modification and any other modifications or change orders indicated above including all claims for delays and disruption resulting from, caused by, or incident to such modifications or change orders.

We do not consider this group of supplemental agreements to have released the claims in the instant appeal. Each of those releases was for the particular modifications or change orders referenced in that agreement. Recovery for the claims in this appeal arose from various constructive suspensions of work and the priority committment which affected the

'impacted' vessels. These were not encompassed in such releases.

The government maintains that since each of the supplemental agreements released delay and disruption costs for the group of changes covered thereby and since the claims in this appeal are based on delay/disruption caused by the cumulative effect of all these changes, appellant cannot recover. In effect, the argument is that the effect from all the changes cannot be greater than the sum of all the parts thereof. We do not agree. The entire basis for recovery of an impact or ripple claim is that the effect of changes can and does create costs beyond those attributable to the changes themselves.

Ingalls Shipbuilding 78-1 BCA at 63,663 (Emphasis added). Thus, the ASBCA distinguished between "direct impact costs" and "cumulative impact costs" finding that such cumulative costs were not extinguished by the modification's release language.

The ASBCA distinction was elaborated upon by the General Services Board of Contract Appeals in Appeal of Pittman

Construction Co., GSBCA 4897, 81-1 BCA \$14,847 (1980). There,
the Board undertook an extensive review of impact claims since
the United States Supreme Court decision of United States v.

Rice, 317 U.S. 61 (1942). See Pittman Construction Co. 81-1 BCA
at 73,294-97. Addressing the distinction drawn in Ingalls
Shipbuilding, the Pittman Board said:

What the ASBCA appears to be saying in <a href="Dyson">Dyson</a> [78-2 BCA ¶13,482 (ASBCA 1978)] and <a href="Ingalls">Ingalls</a>, at least by implication, is that there are two kinds of impact costs: (1) those arising out of each change viewed individually, and (2) those that result from the "cumulative impact" of changes. The inference to be drawn is that costs of unchanged work resulting directly from changes have always been compensable without regard to the Rice Doctrine and that

the post-1968 Changes Clause was needed only to make cumlative impact claims compensable.

The ASBCA appears to be unique in distinguishing the two sorts of impacts cost claims.

\* \* \*

The GSBCA, though liberal in allowing recovery of impact costs under post-1968 Changes Clauses, has never dealt with the distinction between the two kinds of impact cost claims drawn by the ASBCA. [citations omitted]. In this case, appellant seeks an adjustment for cumulative impact, apparently applying the distinction created by the ASBCA. We must therefore consider whether we can grant an equitable adjustment on that basis in this

\* \* \*

We perceive three questions with regards to appellant's cumulative impact claim: (a) Will this Board grant recovery on this sort of claim? (b) Is this particular claim barred by appellant's agreement to the forward pricing of all 206 change orders? (c) Has appellant proved its claim? We answer yes to the first question, a very qualified no to the second, and a firm no to the third.

## Pittman Construction Co., 81-1 BCA at 73,297.

Finding that the cumulative impact claim appears to be "more of a historical accident than a genuinely distinct constructive change claim", the GSBCA adopted a resolution slightly different from that of the ASBCA:

The constructive change for cumulative impact does not strike us as the best device for such a surgical task as excising impact costs negotiated during the pricing of a change from impact costs not negotiated. Rather, we see the process as incremental: At some point, the contractor ought to begin to detect costs of performance that are not being absorbed by the priced change orders. The contractor may not know for sure that these are additional impact costs, but it ought at

least to get suspicious. Once it suspects these costs, it is obligated to claim them, and we think it appropriate, in absence of some reason justifying a contrary conclusion, to treat a priced change as including all costs of this sort that a contractor raised or should have raised during the pricing negotiations. Dyson did just this when a contract clause explicitly required such costs to be raised in the negotiation of an equitable adjustment.

Pittman Construction Co., 81-1 BCA at 73,298 (Emphasis added).

NMIW did become suspicious that it was incurring cumulative impact costs. See, project notes of G. Newell dated November 25, 1985. It advised the Navy of as much of its Weekly Head's Up Report of November 11, 1985 and in subsequent reports thereafter. After that suspicion arose, as the Pittman board observed, it would have been "appropriate, in the absence of some reason justifying a contrary conclusion, to treat a price change as including all costs of this sort . . " Id. at 73,298. Here, however, the reason justifying a contrary conclusion is that SUPSHIP completely refused to discuss inefficiency and displacement costs even though NMIW Had advised it that such costs were being incurred.

Finding that cumulative impact costs are recoverable,
the <u>Pittman</u> Board then considered whether the contractor's claims
for such costs were barred by the previously executed change
orders. The Board found that such claims were not barred:

In William Passalacqua Builders, Inc., GSBCA 4205, 77-1 BCA \$12,406, one of the cases in which we acknowledged the recoverability of impact costs as a general matter, we held the appellant barred from recovering impact costs resulting from change orders that had been forward priced without qualification. We quoted from our earlier decision in Dawson

Construction Co., GSBCA 3998, 75-2 BCA ¶11,563 at 55,203:

It is well established that where a Change Order is accepted without protest, it is considered a final adjustment as to the equitable adjustment and time extension stated therein and a bar to any further claim by the contractor.

Quoted in Passalacqua, supra, at 60,091. We then held that the appellant could not recover any impact costs associated with change orders executed prior to the date the appellant first notified the contracting officer that it was incurring impact costs.

Examination of <u>Dawson</u> and <u>Passalacqua</u> reveals that the bar erected by those cases is not nearly as absolute as it appears. <u>Dawson</u> specifically recites that the Board "found no oral understanding between the parties which would serve to alter the written provisions of the change order," 75-2 BCA at 55,203, thereby permitting the inference that proof of a contrary understanding could cause the Board to reach a different conclusion.

Thus, these cases turn on their facts and are distinguishable from cases in which the parties expressly or tacidly agree that certain categories of costs were not part of their agreement.

A recent opinion in Blake Construction Co., Inc., GSBCA 4742, 80-2 BCA 114,756, considered a situation in which the Government felt prohibited by the contract from dealing at all with a certain category of claimed In that case, the Government raised the Rice doctrine as a bar to the increased direct costs of unchanged work resulting from a change. We held that the Government had erred in refusing to compensate the appellant for such costs. We further held that since the contracting officer had disclaimed all authority to pay those costs and had never intended to pay them, the Government could not invoke any executed contract modifications to bar the appellant's recovery of these costs.

Appeal of Pittman Construction Co., GSBCA 4897 81-1 BCA ¶14,847, at 73,299 (1980) (Emphasis added).

The Statement of Facts section of this REA clearly shows that SUPSHIP tacidly, if not expressly, agreed that both direct impact costs and cumulative impact costs (displacement and inefficiency costs in this case) were not considered, and not compensated for, in the executed Maximum Priced Modification.

NMIW is entitled to compensation for these costs.

Thus far, this subsection establishes that displacement and inefficiency costs are recoverable, and that NMIW's has not released its right claim to such costs. The remainder of this subsection will define those costs and establish NMIW's entitlement to each.

Impact costs, in general, are often referred to as "Delay and Disruption". The disruption element is sometimes subdivided into costs attributable to inefficiency, and those attributable to displacement. Inefficiency results when an impact causes a contractor to utilize more manhours than otherwise required to perform certain work items. Displacement costs are those incurred when an impact forces the contractor to perform basic contract work in a time period other than that originally scheduled. The ASBCA has found that displacement is actually an element of delay, but continues to treat such costs separately. See Ingalls Shipbuilding Division, Litton Systems, Inc., ASBCA 17579, 78-1 BCA ¶13,038 at 63,683 (1978). This REA follows the direction of the ASBCA.

NMIW's claim for cumulative impact costs may be summarized as follows: First, NMIW seeks compensation for the displacement of its original contract work that resulted from the additional Underwater Hull work and the expanded dry dock period. Secondly, NMIW seeks compensation for the labor inefficiencies that this expanded scope imposed upon NMIW's manhour production rates. NMIW's entitlement to displacement and inefficiency costs stems from the contract's Changes Clause, FAR 52.243-1 (APR 1984), incorporated into the contract by reference. See pg. 39 of 53. The clause states:

#### CHANGES--FIXED PRICE (APR 1984)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
- (2) Drawings, Designs, or Specifications. When the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
  - (2) Method of Shipment or Packing.
  - (3) Place of Delivery.
- (b) If any such change causes an increase or decrease in the cost of, or the time requirement for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must submit any "proposal for adjustment" (hereinafter referred to as proposal) under this clause within the 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may

receive and act upon a proposal submitted before final payment of the contract.

- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

FAR 52.243-1 (APR 1984) (Emphasis added).

The Changes Clause expressly states that the Contracting Officer shall make an equitable adjustment if an ordered change increases the cost of the performance of any work required by the contract. TYCOM's ordered changes to the Underwater Hull repairs caused a substantial increase in the cost of performing a large part of the remaining work. Under the Changes Clause, NMIW is entitled to both its displacement and inefficiency costs as an "increased cost of performance".

The basic premise upon which an equitable adjustment is founded has been aptly stated by the Court of Claims:

Equitable adjustments in this context are simply correct measures utilized to keep a contractor whole when the Government modifies a contract. Since the purpose underying such adjustments is to safeguard the contractor against increased costs engendered by the modifications, it appears patent that the measure of damages cannot be the value received by the Government, but must be more closely related to and contingent upon the altered position in which the contractor finds himself by reason of the modification. We held this view in the early case of McFerran v. United States, 39 Ct. Cl. 441 (1904).

Bruce Construction Corp. v. United States, 324 F.2d 516, 518 (Ct. Cl. 1963). Thus, the court is focusing upon the contractor's actual costs incurred as a result of the ordered change.

Although many board decisions awarding impact costs involve some sort of government-imposed supsension of work, it is of no consequence that NMIW seeks recovery under the Changes Clause as opposed to the contract's Delay of Work provisions (the government's standard Suspension of Work Clause was not incorporated into this contract). Displacement and inefficiency costs are recoverable under either:

Wholly apart from the Suspension of Work Clause, it is established that under the Changes and Changed Conditions articles, the equitable adjustment can include increases costs which were the direct and necessary result of the change or the changed condition, where that condition or change directly leads to disruption, extra work, or new procedures. See Paul Hardeman, Inc. v. United States, 406 F.2d 1357, 186 Ct. Cl. 743 (1969); Ivey Brothers Construction Co., Eng. BCA No. 1764 At least a portion of the claimed cost increase in this case--it is unnecessary to determine how large a portion--falls within this class and would be recoverable even if a Suspension of Work clause had been omitted from the contract.

Merritt-Chapman & Scott Corp. v. United States, 429 F.2d 431, 432 (Ct. Cl. 1970) (Emphasis added). See also, <u>Purvis v. United</u>

States, 216 Ct. Cl. 398 (1978), where the court allowed recovery of impact costs even though no time extension was granted and the contractor completed the project on time.

<u>Purvis</u> addressed a contractor's claim for the costs of accelerated performance resulting from government-imposed disruptions:

Plaintiff was awarded a contract to construct the Federal Exhibit Buildings at the Seatte World Fair. Time was of the essence, for the buildings had to be completed for the opening of the Fair in April, 1962. Thus, plaintiff was forced to accelerate performance to counteract the delaying effect of disruptions, of which there were many, in the work schedule. A good many of the delays were excusable, and most are attributed by plaintiff to indiscriminate change orders, hold orders, and stop work orders allegedly issued by defendant.

<u>Purvis v. United States</u>, at 399. Reviewing the GSBCA's disposition of this matter, the Court observed:

[T]he Board noted the absence of a suspension of work clause and failed to consider, in computing the award due plaintiff, any portion of its claim other than those costs which the Board deemed attributable "solely" to the efforts in accelerating performance. Board stated that '[t]he concept of acceleration does not embrace delays, stand-by or efficiency losses, rather it is the effort required to overcome these causes which have put the work behind schedule.' After noting that much of plaintiff's proof was directed to showing that the government was responsible for delays and disruptions entitling plaintiff to time extensions, the Board proceeded to make a very limited award for acceleration costs. It is clear that plaintiff is entitled to recover more than the amount arrived at by the Board.

Although the traditional 'suspension of work' clause is absent from the written contract which otherwise contains most of the standard federal procurement clauses, this does not operate to preclude an equitable adjustment reflecting all the claims relating to government caused expense. The Board attempted a strict deliniation of the extra costs which could be ascribed to acceleration, excluding costs it attributed instead to delays and disruptions caused by defendant, according to an arbitrary formula.

The concept of an equitable adjustment as awarded under the changes clause is flexible enough to provide full monetary relief to this plaintiff. Equitable adjustments are intended to serve as 'corrective measures \* \* \* (which) keep a contractor whole when the government Bruce Construction modifies a contract.' Corp. v. United States, 163 Ct. Cl. 97, 100, 324 F.2d 516, 518 (1963); see Pacific Architects & Engineers, Inc. v. United States, 203 Ct. Cl. 499, 508, 491 F.2d 734, 739 (1974). Although it is often possible to analyze a claim under more than one theory of recovery, ultimately the proper focus is on the amount of money which should be due a contractor when the transaction is completed. General Builders Supply Co. v. United States, 187 Ct. Cl. 477, 483, 409 F.2d 246, 250 (1969).

In Paul Hardeman, Inc. v. United States, 186 Ct. Cl. 743, 406 F.2d 1357 (1969), the government argued that the extra costs incurred by contractor, who had encountered a changed condition, were attributable instead to delay, and were not compensable under the changed condition article. . . The court went on to hold that in the absence of an actual delay, the extra costs of performance were attributable to the changed condition and the contractor should be awarded an equitable adjustment under the changed condition article.

As a result of acceleration, it appears that there was only nominal delay in the completion of the contract, but the plaintiff would have been entitled to time extensions for excusable delays. It also appears that the actual delay in the completion of the contract was less than a month—March 25 to April 16, 1962. Defendant says this delay is full accounted for by a month of subcontractor delays for which it is not responsible. To the extent this is correct, no part of plaintiff's claim for delay is for 'delay damages' caused by defendant. Instead, the immutability of the April 1962 deadline forced the acceleration of

performance under the contract. . . . [T]he absence of a suspension of work clause does not preclude plaintiff from recovering the additional costs in excess of the acceleration costs allowed by the Board, that are the direct and necessary result of constructive changes which should have been but were not covered by change orders.

Id. at 400-02 (emphasis added).

SUPSHIP's "direct cost only" pricing policy effectively removed from NMIW the option of seeking a time extension although NMIW was clearly entitled to one. The disruption imposed by the additional Underwater Hull work occurred during the critical drydock phase of the project, and extended the undocking milestone by three weeks. Faced with this impact, NMIW had the option of either performing work on the drydock which had originally been scheduled for the wet berth adjacent to NMIW's shops, or in theory, it could have postponed the later work until the ship was at the wet berth and seek an extension of the project's completion date. However, this latter choice was not actually available to NMIW.

A schedule extension brings with it certain increase costs beyond the direct cost necessary to complete the changed or delayed work. These indirect costs may be properly classified as impact costs similar to those discussed above. SUPSHIP's "direct cost only" policy set a clear message to NMIW that impacts cost would not be compensated for. NMIW's projections, made at the time that the additional hull work became known, indicated that it would be more cost effective to proceed on an accelerated basis and finish the ship on time than it would be to absorb the uncompensated costs of an extended project.

There were also indications that a time extension was not available. TYCOM insisted that the labor for the hull work be debited from its "newly defined" supplemental and/or emergent reservations. Pg. 5 of 53 of the contract states that:

The Navy intends for all supplemental and emergent work authorized for the repair and alteration of the vessels [sic] to be compatible with the duration of scheduled performance periods.

Contract No. N00024-85-C-8506, pg. 5 of 53 (emphasis added), (Ex. 2).

Furthermore, where as the Suspension of Work clause allows a contracting officer to suspend work and thereby delay the project, the Government Delay of Work clause, FAR 52.212-15 (APR 1984), as incorporated into this contract, grants the contracting officer no such ability, thus raising the inference that time was of the essence.

Although the interim milestone dates were contractor furnished, the production period commencement and completion dates were established in the RFP by the Navy. The Navy never gave any indication that an extension was available. To the contrary, the Navy repeatedly pressured NMIW to meet the milestone dates. In fact, continual pressure came from SHIP's FORCE once it finally organized its own work package. A schedule extension was simply not an option. The costs of NMIW's accelerated performance are recoverable under the contract's Changes Clause. See Purvis v. United States, 216 Ct. Cl. 398 (1978); Merritt-Chapman & Scott Corp. v. United States, 429 F.2d 431 (Ct. Cl. 1970); Paul Hardeman, Inc. v. United States, 406

F.2d 1357 (Ct. Cl. 1969); and the above discussion. Specifically, displacement and inefficiency costs are recoverable.

Concerning displacement costs, a contractor may recover for the damages sustained when the government interferes with the planned work sequence and the contractor's production is subsequently disrupted. See Laburnum Construction Corp. v. United States, 325 F.2d 451 (Ct. Cl. 1963) where the Court of Claims founded:

[P]laintiff maintains that any Government-caused delay was a breach of contract for which it ought to recover. Defendant says that the changes article permitted it to delay the contractor while it made changes in the specifications, and that, under that clause, plaintiff is entitled to receive only an extension of time and an equitable adjustment of the price to cover the increase in time and costs, plus a reasonable profit incident to the making of the change.

We think the critical factor in this case is that all of the delay to which plaintiff was subjected came about because the specifications were deficient. Were this not the case, defendant's contention would be plaintiff would have no right to complain if the defendant's exercise of its reserved right to make changes set its work schedule awry. See J. A. Ross & Co. v. United States, 115 F. Supp. 187, 126 Ct. Cl. 323 (1953).At least this would be so if defendant had acted with due alacrity. Anthony P. Miller, Inc. v. United States, 77 F. Supp. 209, 111 Ct. Cl. 252 (1948). In this case, however, plaintiff had contracted to do the work in accordance with the specifications defendant had prepared, and defendant was, therefore, under a duty not to render the project more expensive than it would have been if the contractor had complied with the plans. In United States v. Spearin, 248 U.S. 132, 39 S.Ct. 59, 63 L.Ed. 166 (1918), the Supreme Court held, that in a case where specifications prescribed the character, dimensions, and location of the construction work, the Government implicitly warrants that

the contractor, if he complies with the specifications, will be able to complete the project within the contemplated period of This warranty is akin to the condition implied in every construction contract that neither party will do anything to hinder the performance of the other party. See J. A. Ross & Co. v. United States, supra; George A. Fuller Co. v. United States, 69 F. Supp. 409, 108 Ct. Cl. 70 (1947). If faulty specifications prevent or delay completion of the contract, the contractor is entitled to recover damages for the defendant's breach of its implied warranty. United States v. Spearin, supra; Warren Brothers Roads Co. v. United States, 105 F. Supp. 826, 123 Ct. Cl. 48 (1952). Those damages extend to the costs incurred by reason of idleness resulting from the mistakes in the plans. The defendant cannot, by errors in the specifications, cause delay in plaintiff's completion of the work and then compensate plaintiff merely be extending its performance time and by payment of any added direct costs occasioned by changes to correct those errors.

Id. at 457-58 (footnote omitted) (Emphasis added). First, it cannot be said that TYCOM "acted with due alacrity" in making the underwater hull changes—the changes that set NMIW's production schedule awry.

The following statement is taken from a draft of the SUPSHIP Post Overhaul Review:

At the direction of CNSP, SUPSHIP Seattle would provide TYCOM with Class "F" estimates for numerous growth and new work requirements, many of which were undocking and/or LOE critical.

TYCOM would not respond to SUPSHIP Class "F" estimates but in turn would direct SUPSHIP to obtain contractor estimates. To meet this new requirement, SUPSHIP would have to write detailed specifications and forward same to the contractor for him to estimate the work.

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By this process of writing, estimating and have contractor estimate work that may never be included in the work package, instead of taking a few days to get work authorized, it now would require a few weeks, and in some cases longer.

As in the cases of the Ballast/Deballast Piping System repairs and Hull/Seam Weld repairs, it took TYCOM several weeks to authorize the work.

Post Overhaul Review Draft, presentation by Dan Enz, pg. 2 of 12 (Ex. 1). On this project, TYCOM's approval process proceeded with something far less than the alacritous promptness, or readiness, characterized by the Court of Claims in Miller.

Secondly, the Navy is obligated to pay the entire resulting costs once such a change is ordered. Whether the additional hull is characterized as resulting from specification omissions or changed conditions is of no consequence:

Ordinarily, defendant [government] is entitled to make necessary changes, but where the change is necessitated by defective plans and specifications, defendant must pay the entire resulting damage without any deduction for time to make changes, as would be the case if the redesign were necessitated by a changed condition or the like.

Luria Brothers & Co. v. United States, 369 F.2d 701, 709 (Ct. Cl. 1966) (Emphasis added). Displacement costs are an element of the "entire resulting damage" referred to by the <u>Luria</u> court. Such costs, which includes the ripple effect of a government imposed disruption, have been expressly recognized as recoverable by several boards of contract appeals. <u>See Appeal of Ingalls</u>
Shipbuilding Division, Litton Systems, Inc., ASBCA 17579, 78-1
BCA ¶13,038 (1978); <u>Appeal of Pittman Construction Co.</u>, GSBCA

4897, 81-1 BCA ¶14,847 (1980) aff'd on motion for reconsideration 81-1 BCA ¶15,111 (1981).

Ingalls and Luria acknowledged that compensation for labor inefficiencies are recoverable as well. Ingalls allowed recovery of labor inefficiencies calculated by use of the following formula:

Actual Manufacturing Hours - (Bid Hours + Change Hours + Manufacturing Hours Adjusted for Material Underbids + Delay Hours) = Manfacturing Hours Due to Inefficiency . . .

<u>Ingalls</u> at 63,679. Once determined, the total inefficiency hours were time phased "on a monthly basis over the entire performance period <u>pro rata</u> to the total manufacturing labor expended for that month . . ". <u>Id</u>. Although the government argued that the formula was merely an impermissible use of the Total Cost approach, the Board observed:

In the introduction of this part of our opinion we have already discussed why a total cost or total time can be used in reaching a quantum determination if appropriate safeguards are used and if the trier of fact concludes the amount constitutes a reasonable approximation of costs for the claim and no better method exists.

\* \* \*

We view the starting "or should have cost" figure an appropriate beginning point for a claim such as that presented here. Because the figures we reached included an amount for material underbids, any computations under this section need not include such amounts again. In our opinion and we so conclude, the record is sufficient for us to make a determination of the labor hours which are attributable to inefficiency in the shipyard for each of the vessels in this claim.

Id. In Luria, the Court of Claims stated:

That loss of productivity of labor resulting from improper delays caused by defendant is an item of damage for which plaintiff is entitled to recover admits of no doubt, [citation omitted]; nor does the impossiblity of proving the amount with exactitude bar recovery for the item. [citations omitted].

In Story Parchment Co. v. Paterson Parchment Paper Co. [citation omitted] . . the Supreme Court said, [citation omitted]:

It is true that there was uncertainty as to the extent of damage, but there was none as to the fact of damage; and there is a clear distinction between the measure of proof necessary to establish the fact that petitioner has sustained some damage and the measure of proof necessary to enable the jury to fix the amount. The rule which precludes the recovery of uncertain damages applies to such as are not the certain result of the wrong, not to those damages which are definitely attributable to the wrong and only uncertain in respect of their amount.

Luria Brothers & Co. v. United States, 369 F.2d 701, 712-13 (Ct. Cl. 1966) quoting Story Parchment Co. v. Paterson Parchment Paper Co., 282 U.S. 555, 562-63 (1931). Addressing the inefficiency claim presented in <u>Luria</u>, the Court rejected that which was based solely upon the opinion of the contractor's former employee:

It is a rare case where loss of productivity can be proven by books and records; almost always it has to be proven by the opinions of expert witnesses. However, the mere expression of an estimate as to the amount of productivity loss by an expert witness with nothing to support it will not establish the fundamental fact of resultant injury nor provide a sufficient basis for making a reasonably correct approximation of damages.

Luria at 713.

In this REA, NMIW's inefficiency claim, as well as its claim for displacement costs, are based upon an item-by-item evaluation of each WBS Group. The evaluation was performed by an independent consultant with approximately 20 years of experience in the ship building industry and supported by NMIW's cost records. Additionally, the evaluation is bolstered by specific instances of government interference where such was identifiable.

Finally, labor inefficiency may result directly from government-imposed delay or displacement. Often, a compensable delay will not completely stop a contractor, but will impede its performance and reduce the efficiency of its work force. Labor efficiency can be affected by such factors as an interruption to the work sequence where a lack of a steady flow of work causes a slow down; increases in the quantity of corrective work; and crew time lost in traveling from one site to another. See Appeal of Paccon, Inc., ASBCA 7890, 65-2 BCA ¶4,996 at 23,573-74 (1965). When a contractor's planned work sequence is so delayed, disrupted, or interferred with, although not completely halted, the resulting inefficiencies in the use of labor and equipment are compensable. See Appeal of Allied Contractors, Inc., ASBCA 5326, 59-2 BCA ¶2,441 (1959).

It is of no consequence here that NMIW, acting upon its own initiative, extended the undocking date from December 20, 1985 to January 11, 1986. Compensation for travel displacement and labor inefficiency hours for those items worked on ship during this period is not requested in this submittal. However, compensation for the downstream, or ripple, impact resulting from

the entire drydock extension is requested and is properly assigned to the government.

NMIW extended the drydock period to January 11th believing that there would be no cumulative impact on the project. Both Dan Enz and Gene Hulsey concurred. (See Ex. 1).

Of course, this soon became impossible to verify. The second extension, to February 1, 1986, required the project to be "replanned" from that point forward. Whereas no one believed that the first extension would impact the downstream work everyone knew that any further extension would jeopardize critical LOE work items. NMIW had been advising the Navy of as much in its weekly heads up reports. (See, Ex. 1). Both NMIW and SUPSHIP realized the gravity of the situation, particulary as it was complicated by the gross state of unreadiness in which Ship's Force entered the overhaul.

The additional hull work pushed the project into a whole new dimension. Some or all of the planned work sequence of the following items were displaced by TYCOM's delay in approving the hull repairs:

- (1) Some structural repairs to the tank shell plating were delayed pending the hull work resolution;
- (2) Hull painting was delayed pending the hull work resolution;
- (3) Reinstallation of some ballast sea valves was delayed pending the resolution of the additional hull work in adjacent areas;
- (4) Sandblasting and coating of certain tanks and tank piping was delayed pending resolution of the hull work;
- (5) The additional hull work itself was impacted because of the nearly instantaneous demand for more

qualified welders than were available in-yard. Although the ship docked on October 22, 1985, NMWI was not authorized to commit funds towards welder certification until December 2nd.

- (6) In other tanks, NMIW was required to rework the painted surfaces damaged by the additional exterior hull work;
- (7) Several JP5 tanks required rework as a result of the late turn on to the hull work;
- (8) NMIW was delayed in its preparation of other JP5 tanks as it tried to mitigate the need for rework;
- (9) Both portable water and feedwater tanks required rework as a result of the underwater hull growth;
- (10) The surface preparation in a number of ballast tanks was delayed and rework was required in several others;
- (11) The installation of the hull zincs was delayed; and
- (12) The completion of repairs to the outboard propulsion shafting and to the propellers was delayed pending resolution of the additional underwater hull repairs.

These are examples of some of the most immediate and most obvious disruptions imposed by TYCOM during its prolonged evaluation of the underwater hull deterioration. Clearly, NMIW was forced to replan the project once TYCOM authorized the work. There is no doubt that the overhaul took on a vastly new dimension once the need for the additional underwater hull work was discovered. The cumulative, or ripple, impact documented in this REA is a direct result of that additional work and the protracted manner in which it was authorized.

NMIW's entitlement to impact costs resulting from the delayed TYCOM approval process may also be characterized as an impermissible suspension of work. Delays by SUPSHIP in processing the change directives pertaining to repair work for

the underbody hull caused a defacto suspension of work. A contractor is entitled to a price adjustment for either an ordered or defacto suspension of work when the government forces a total or partial suspension which is of unreasonable duration and which causes the contractor additional expenses or loss.

The suspension need not be in writing, and may occur as the result of a defacto suspension where the contracting officer fails to issue a suspension order and when such an order should have been issued. In <u>Guerin Brothers</u>, WDBCA No. 1551 (1948), the Board held that a contractor was entitled to an equitable adjustment even though the contracting officer did not issue an affirmative suspension order because the facts indicated that a suspension order should have been issued. The Board remarked that it would treat as done that which should have been done and ordered an equitable adjustment <u>nunc pro tunc</u>. Subsequently, in <u>Appeal of John A. Johnson & Sons, Inc.</u>, ASBCA 4403, 59-1 BCA 12,088 (1959), the Board explained this rationale by stating:

The contracting officer did not issue a suspension of work order covering the delays here in controversy. This, however, is not necessarily fatal to appellant's case. A predecessor to this Board held in the appeal of Guerin Brothers, BCA No. 1551 (1948) that where, under the facts established by the evidence, a contracting officer was under a duty to issue an order suspending work under the provisions of the cited clause, it would treat as done that which should have been done and grant relief accordingly.

<u>Id</u>. at 8,921.

In particular, a defacto suspension of work occurs when the government unreasonably delays its decision on what course of action to take. See Appeal of Larco Painting Co., ASBCA 6005,

60-1 BCA ¶2,655 (1960). When the contractor receives notice that the owner will be issuing an extensive change, the Board has held that such notice is equivalent to a suspension of work. Appeal of George A. Fuller Co., ASBCA 8524, 1962 BCA ¶3,619 (1962). The basic reason for this holding is that it would be irresponsible for the contractor to proceed with the work as originally designed after receiving a notice that extensive changes are contemplated. Appeal of Fairfield Controls, Inc., ASBCA 9083, 1964 BCA ¶4,343 (1964).

Another way of stating this rule is to say that the contractor is entitled to additional compensation for the cost of a delay between the time the contractor is advised that the owner is planning a change and the time the contractor is ordered to proceed with the changed work. Such has been found by the Armed Services Board of Contract Appeals:

It is well established that under appropriate circumstances a contractor is entitled to additional compensation under the Suspension of Work clause for the costs of a delay between the time the contractor is advised that the government is planning to make a change and the time the contractor is ordered to proceed with the changed work. [Citations omitted]. Such entitlement depends in part upon the reasonableness of the time taken by the Government to investigate the costs of contemplated additional work before the contractor is authorized to proceed with that [Citations omitted]. reasonableness of that period of time may depend to an extent upon potential impact of the change upon the contractor's performance schedule, [citations omitted] and whether performance under the original specifications sought to be changed would have been senseless.

Appeal of Day & Zimmermann-Madway, ASBCA 13,367, 71-1 BCA 18,622 at 40,093 (1971).

In Appeal of Utilities Contracting Co., ASBCA 9723, 65-1 BCA ¶4,582 (1964), the Board addressed a contractor's entitlement to costs associated with a suspension of work caused by the anticipation of receiving a change in the scope of the work:

The preponderance of the evidence clearly establishes that the COR did not order the appellant's superintendent to suspend performance pending issuance of a change order by the Government. It is also obvious the notice by the COR of an order substantially changing the terms of performance was to be issued placed the superintendent in the dilemma of continuing with useless performance, for which the Government would certainly have been liable, or of suspending performance until the changed method of performance was made known by the Government. He chose the latter alternative and laid off his laborers except two required to maintain barracades and safety lights. The notice of substantial change in method of performance by the Government was therefore the proximate cause of the disruption of the work. notice has been held to constitute a constructive suspension of work.

Id. at 21,913.

Additionally, in <u>Appeal of Structural Restoration Co.</u>, ASBCA 8747, 65-2 BCA ¶4,975 (1965) the Board held:

The preponderance of the evidence requires a finding that the appellant was on notice about mid-August 1961 that the Base engineering had under consideration substantial changes in the work on the major expansion joints and that this presented to the appellant the dilemna of continuing useless performance of the work on the major expansion joints until revisions were made in the specifications and drawings, or of suspending work on these joints. The appellant's decision to suspend the work was entirely reasonable. The notice to the appellant that substantial changes were under consideration was, therefore, the proximate

cause of the disruption of the work under the contract, and was a constructive partial suspension of work.

Id. at 23,476.

In Footnote 15, the Board discussed the rationale for holding that a constructive suspension of work occurred:

In the Appeal of GEORGE A. FULLER, supra, this Board held, where the contractor was advised by the Government of extensive changes proposed in a storm drainage system, the notice thereof was an effective suspension of work, and the Board finding, upon the facts of the case, that it would have been irresponsible for the contractor to proceed with the original work upon being advised of the proposd extensive revisions, decided the delay to the work pending the ordering of the changes was unreasonable and the contractor was entitled to an equitable adjustment. the opinion we find the following which is applicable to the subject appeals: "The Government has a reasonable time in which to make changes without liability. Conversely, unreasonable delays to the work pending the ordering of changes is compensable."

Structural Restoration Co., at 23,476 N.15; citing J. A. Ross & Co. v. United States, 115 F. Supp. 187 (Ct. Cl. 1953).

The above cases allowed recovery even thought he government claimed it was entitled to delay the contractor under a Suspension of Work Clause. This Contract, however, gives the Contracting Officer no such authority. Here, the government chose to incorporate its Delay of Work Clause (FAR 52.212-15) which states:

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or

within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract, caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustments shall also be made in the delivery or performance dates and any other contractual term or condition effected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the contrator, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and the (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

Government Delay of Work (FAR 52.212-15), Contract No. N00024-85-C-8506, Section I-1-11, page 36 of 53 (Ex. 2). The Clause plainly states that the Contracting Officer shall issue an adjustment for "any increase in the cost of performance of this contract caused by the [Navy's] delay or interruption . . . ". Id. (Emphasis added).

With respect to Paragraph (b)(1), NMIW's weekly Heads Up List of November 11, 1985, as transmitted to SUPSHIP, advised:

5. Contractor is very concerned about the delay of turn on of work that must be done to support milestone dates such as ballast system repairs and hull repairs. Additionally, the continuing rejection of new work that must be done to support ongoing specification work will cause delay, disruption, and could prevent completion of specified work . . .

NMIW Heads Up List of November 11, 1985, Item No. 5 (Ex. 1). With respect to Paragraph (b)(2), TYCOM's delay in approving the additional hull work directly lead to the extended drydock period which, in turn, caused schedule displacement and labor inefficiency impacts to ripple throughout the remainder of the project. The effect of such impact could not practicably be determined until the project was completed. Thus, this REA is timely in that respect.

NMIW is entitled to inefficiency and displacement costs under the Changes and the Government Delay of Work clauses incorporated into this contract.

### E. <u>Electronic Ship Alterations</u> - <u>Direct Costs</u>.

NMIW seeks compensation for the direct costs of performing, at the Navy's direction, additional Electronic Ship Alteration work. This work exceeded that which was contemplated by the original specification and was necessitated by the presence of numerous errors and omissions in that specification package. To date, NMIW has executed 32 price proposals covering a portion of the resultant corrective changes. Those proposals have been incorporated into 18 contract modifications. This REA seeks compensation for the direct costs of still other work required to render the system operational. Such costs are compensable under the contract's Change Clause.

The electronic's ship alteration package is a classic case of a defective specification—as demonstrated in the

Statement of Facts section. The specification, as issued, embraced an incomplete and inoperable system.

[T]he Supreme Court held that, in a case where the specifications prescribe the character, dimensions, and location of the construction work, the Government implicitly warrants that the contractor, if he complies with the specifications, will be able to complete the project within the contemplated period of This warranty is akin to the condition implied in every construction contract that neither party will do anything to hinder the performance of the other party. [citations If faulty specifications prevent or omitted]. delay completion of the contract, the contractor is entitled to recover damages for the defendant's breach of its implied warranty.

Laburnum Construction Corp. v. United States, 325 F.2d 451, 457 (Ct. Cl. 1963) (emphasis added).

Furthermore, there are limits on the contractor's pre-bid investigative duties:

A contractor should not be required to wade through a maze of numbers, catalogues, cross-reference tables, and other data resembling crossword puzzles in order to find out what the government requirements in an invitation for bids.

Gorn Corp. v. United States, 424 F.2d 588, 592 (Ct. Cl. 1970).

NMIW bid what could be reasonably discerned from the original bid package. It was required to do no more. Latent ambiguities in that package must be corrected at the government's expense:

Where the Government draws specifications which are fairly susceptible of a certain construction and the contractor actually and reasonably so construes them, justice and equity requires that that construction be adopted.

Peter Kiewit Sons' Co. v. United States, 109 Ct. Cl. 390, 418 (1947). See also Gorn Corp. v. United States, 424 F.2d 588, 592 (Ct. Cl. 1970).

The Navy essentially required a redesign of the electronics' ship alt package. NMIW is entitled to recover all of its costs expended on this effort:

It is an accepted principle of Federal common law that a construction contractor does not have an obligation to re-engineer the A-E's design, or determine the feasiblity of a project. [citations omitted]

And, "the construction contractor . . . cannot be charged with foresight greater than the design engineers themselves possessed," [citation omitted].

\* \* \*

"The contractor is obligated to do what the plans and specifications direct him to do, and when he has done so in a good and workmanlike manner, he has discharged his responsibility under the contract. If the plans and specifications are deficient, if they are inadequate and structurally wrong, it is the fault of the parties proposing them, not the contractor executing the same. The judgment and skill of the contractor is relied upon by the defendants to the extent only of executing the plans as they designed them."

Appeal of Clovis Heimsath & Associates, NASA BCA 180-1, 83-1 BCA \$16,133 at 80,130 (1982); quoting Arthur Venneri Co., NASA BCA 52, 65-2 BCA \$14,976 at 23,492 (1965). In Clovis Heimsath, The NASA Board of Contract Appeals adopted the position expressed by the Court of Claims in Gorn Corp. discussed above:

In our opinion, it is not enough to lay before the construction contractor a "jig saw puzzle which goes together to get a complete picture" (Tr. 1817) and expect him to wade through the maze of data in order to find out what was required.

Clovis Heimsath & Associates, 83-1 BCA at 80,130; quoting Gorn Corp. v. United States, 424 F.2d 588 (Ct. Cl. 1970).

The Veterans' Administration Contract Appeals Board has reached essentially the same result stating that:

The burden is on the drafters of a Government contract to use such language, and in such manner, that it will convey what they intend and will not reasonably be understood as meaning something else. There are limits to the amount of study that a bidder is required to undertake in discerning the Government's requirements prior to bidding. The admonition in the specifications that requirements of the various drawings and specifications should be coordinated to avoid duplication cannot be stretched so far so as to require the bidder to seek out and correct all errors and discrepancies therein.

Appeal of George E. Jensen, Contractor, Inc., VACAB 1011, 72-2 BCA ¶9,680 at 45,209 (1972) (footnotes omitted).

SUPSHIP has acknowledged the Navy's liability for changes made to the Electronic Ship Alt Specifications. It has compensated NMIW for some of those changes. It must do so for the remainder with the focus being on the contractor's actual costs, not the Navy's perceived benefits.

### F. SHIP'S FORCE .Interference - Impact Costs

Concurrent with NMIW's work on the Duluth, the Navy scheduled certain additional work to be performed by SHIP'S FORCE. NMIW's contract imposed upon it no obligation to coordinate the activities of SHIP'S FORCE, thus leaving that burden upon the Navy. Although some interference was

anticipated, the disruption created by SHIP'S FORCE exceeded that which could have been reasonably expected. SHIP'S FORCE arrived at the yard unorganized and disoriented without any plan as to how it was to accomplish its work package. The situation deteriorated from that point onward, causing NMIW extensive work-arounds and re-work. These problems persisted until finally addressed by the new CO after the change of command in late February of 1986--well after the critical drydock period.

SUPSHIP issued 17 Contract Modifications identifying

SFOM work on which SHIP'S FORCE requested NMIW assistance. Those

modifications are not the subject of this REA. Rather, this REA

seeks compensation for the disruptions of NMIW's basic work

package which resulted from the incoherent manner in which SHIP'S

FORCE undertook the work it did perform. SHIP'S FORCE

negligently hindered NMIW's performance. The government must

compensated NMIW for that interference:

There is present, in a contract such as this one, an implied obligation on the defendant [Government] that it will not do that which will hinder the contractor in the performance of the contract. When the contractor is delayed by a negligent act chargeable to the Government, it is a breach of this clearly implied obligation, and the Government is liable for the damages sustained by the contractor because of the delay.

Chalender v. United States, 119 F. Supp. 186, 190 (Ct. Cl. 1954)

citing George A. Fuller v. United States, 69 F. Supp. 409 (Ct.

Cl. 1947); The Kehm Corp. v. United States, 93 F. Supp. 620 (Ct.

Cl. 1950).

In fact, the Navy's obligation extends beyond a mere duty not to interfere. The duty goes further and requires that

the government affirmatively do whatever is necessary to enable a contractor to complete its performance. See Lewis-Nicholson,

Inc. v. United States, 550 F.2d 26 (Ct. Cl. 1977). The Navy had an affirmative duty to integrate the SFOM's package into the Duluth's production period. Its failure to do so amounted to a breach of its contractual obligations to NMIW.

NMIW undertook, as best it could, much of this coordination function in order to mitigate the displacement and inefficiencies forced upon it. As noted in the previous subsections, such displacement and labor inefficiency costs are recoverable under the Changes Clauses of the contract. Although NMIW's efforts may be characterized as resulting from a constructive change (the efforts were undertaken with the knowledge and tacit, if not express, approval of SUPSHIP), the efforts may also be characterized as those required to mitigate the effects of a contractual breach. Such displacement and inefficiency costs are the direct and foreseeable result of the Navy's SFOM's interference. Therefore, such costs are recoverable under a breach of contract theory as well.

No price proposal or contract modification covering the costs sought here has been executed. NMIW has not waived or released its rights to claim such costs now.

## G. Storis Drydock Delay - Impact Costs.

In addition to the direct and impact costs addressed in the previous subsections, NMIW seeks compensation for the impact that the Duluth's extended drydock period had upon the overhaul

of the U.S.C.G.C. Storis, a Coast Guard vessel which was in the shipyard concurrently with the Duluth. Both the Duluth and the Storis contracts were administered by SUPSHIP Seattle. The Storis had been scheduled to go on drydock immediately after the Duluth's planned undocking on December 20, 1985. The Duluth's extended drydock period prevented the Storis from docking as scheduled; and caused delay, displacement, and labor inefficiencies to occur within the Storis production. The Armed Services Board of Contract Appeals has held that compensation for such added costs is recoverable. See Appeal of Ingalls

Shipbuilding Division, Litton Systems, Inc., ASBCA 17579, 78-1

BCA \$13,038 (1978). Specifically, such costs are recoverable under the Duluth's contract.

In <u>Ingalls</u>, the Board allowed the recovery of a shipyard's increased costs incurred in the construction of 19 surface vessels (five Naval and fourteen commercial ships) resulting from the Navy's direction to give priority to the construction of four nuclear attack submarines:

Ingalls claims these ships were delayed and built with less efficiency, and with resulting increased costs, because the Navy insisted it give priority to the four submarines despite its contractual obligation to build the surface and commercial vessels ahead of the submarines. Its claim is based upon a theory that the submarine contracts were displaced to a later time frame when Ingalls had scheduled and contracted for its manpower to build the surface ships in this claim. Appellant claims recovery under either the Suspension or Changes clause of the submarine contracts.

The Government argues that there can be no recovery under the submarine contracts for impact or ripple effect on other work in the

shipyard since any recovery under a contract is limited to the contract vessel itself; and further implies that there can be no recovery for breach of contract since the Navy was permitted to make changes and/or suspend work on the submarines by specific contract clauses. It, therefore, argues that the appellant assumed the risk or, impliedly, that this is a situation where the parties should be left where found (damnum asbque injuria) even if the facts indicate the submarine construction did impact upon and increase the cost of construction of the surface vessels in the claim.

\* \* \*

We must determine whether, legally, the submarine contracts allow recovery for increased costs on the 19 ships under other contracts in the event the facts prove that the submarines were the cause of the increased costs, and if so, the amount allowable. Alternatively, appellant argues that should recovery be denied under the submarine contracts, it is entitled to relief under the various Navy surface vessel contracts also before us in this appeal.

<u>Ingalls Shipbuilding</u>, 78-1 BCA at 63,583-84 (emphasis added) (footnote omitted). Finding that the numerous submarine changes had prevented the shipyard from applying its manpower as projected, the Board stated:

Therefore, submarine construction was falling further and further behind schedule so that construction was pushed into time frames where appellant had planned and contracted for other utilization of its manpower.

It must be remembered appellant was a commercial enterprise, not a Navy shipyard. It needed business to stay alive. It's business was not limited to Navy vessels. It also constructed various commercial vessels.

\* \* \*

Manpower in the shipyard was a limiting commodity to the volume of business appellant could handle. Because of long range planning

required in submitting bids for vessels, erroneous projections or events which would shift a bell-curve projection into a time frame later than projected could prove a costly problem to appellant. There would then be conflicting demands for the limited available quantities of skilled manpower. This is essentially what occurred when the submarines were delayed and shifted into a time when appellant had successfully bid and been awarded contracts for Navy surface and non-vessels.

A major question to be resolved is how appellant was obligated to utilized its limited skilled manpower in light of these conflicting demands. The Government points to the submarine contracts in which appellant agreed to perform the work including changes and argues that appellant assumed the risk of adequate manpower to perform those contracts including all changes issued thereunder. It is true that appellant assumed this risk of sufficient manpower to perform the submarine contracts in accordance with the original delivery schedules. However, we view that risk to exist only as to that time frame in which it contracted to perform the work.

\* \* \*

When between May 1985 and May 1986, the Government pressured the appellant to proceed in constructing the submarines involved in this dispute, giving priority to the submarines, then to the Navy surface ships and last to commercial vessels, the Navy could foresee, due to manpower limitations, an increased costs in construction of the other vessels. Further, knowing that the submarines required the most skilled workers, the Navy knew, or should have known, that the other vessels would have either no manpower or the least skilled workers in the yard.

\* \* \*

We conclude that the actions by the Navy in forcing the appellant to give first priority to building the submarines and next to the Navy surface vessels was contractually unreasonable and that delays and disruptions in constructing what have been designated the impacted vessels in this appeal were a direct

and foreseeable consequence of the requirements for manpower imposed upon appellant by the Navy.

Ingalls Shipbuilding, 78-1 BCA at 63,653-55 (emphasis added).

Clearly, NMIW's drydock facilities were as limited as was Ingalls' manpower supply. Equally clear was the foreseeability of impact. The same SUPSHIP personnel administered both the Duluth and the Storis contracts. SUPSHIP knew, or should have known, that the approval delays in the issuance of the underwater hull work and the resultant drydock extension, would delay and displace work on the Storis—leading to increased construction costs on that vessel.

The <u>Ingalls</u> Board allowed the shipyard to recover production and engineering delay costs, <u>id</u>. at 63,674-78; production inefficiency costs, <u>id</u>. at 63,678-81; displacement costs, <u>id</u>. at 63,683-85; and selected resultant costs attributable to the impact, <u>id</u>. at 63,685-92. NMIW is entitled to the same.

#### H. Additional Costs

In addition to the specific costs discussed, NMIW is entitled to compensation for resultant damages incurred. When job site activity is increased due to reasons beyond the control of the contractor, and the contractor incurs extra job site expenses for equipment, supervisors, administrative and engineering staff, material, tools, equipment, maintenance, and services necessary to run the job site operations. These expenses are recoverable. See J. D. Hedin Construction Co. v.

United States, 347 F.2d 235 (Ct. Cl. 1965); General Insurance Co. of America v. Hercules Construction Co., 385 F.2d 13 (8th Cir. 1967).

Home office and job site overhead is another element of NMIW's recoverable damages. Home office and job site overhead, which arise out of the overall company management, is a recoverable expense. See Luria Brothers & Co., Inc. v. United States, 369 F.2d 701 (Ct. Cl. 1966). Typically, these indirect costs are referred to as general and administrative costs. NMIW expended a considerable amount of additional time and money on this Project because of the displacement and inefficiencies imposed upon it by the Navy. NMIW is entitled to its increased overhead for this project.

Costs recoverable for delay, whether in an equitable adjustment, a constructive change, a changed condition, or a suspension of work, include the reasonable costs of idle men, equipment, direct home office and job site overhead, and the cost of inefficiencies.

NMIW is also entitled to recover an allowance for profit as part of its damages accuring from the delays and disruptions caused by the Navy. See Appeal of J&T Construction Co., DOT CAB 73-4, 75-2 BCA ¶11,398 at 54,271 (1975).

The Court of Claims has adopted a similar rule, holding that profits should be included in a price adjustment. See Bennett v. United States, 371 F.2d 859, 864 (Ct. Cl. 1967).

An additional cost suffered by NMIW as a result of the delays and disruptions imposed upon it by the Navy are the cost

of administering, documenting, and monitoring the impacts. costs are recoverable. The Court of Claims holds that such fees incurred in negotiating settlements are allowable. Acme Process Equipment Co. v. United States, 347 F.2d 538, 546 n.8 (Ct. Cl. The Board of Contract Appeals has also held that fees incurred for accountants, attorneys, and consultants are recoverable when such fees are expended in the performance of the contract. Additionally, the costs of claim preparation are allowable when incurred as part of the overhead and administrative cost of performing the work. Appeal of Keonig Aviation, Inc., ASBCA 11201, 66-2 BCA \$6,020 at 27,812 (1966). The Board has further held that the legal and consulting fees incurred in an effort to identify and correct defective specifications are also allowable. Appeal of Douglas Corp., ASBCA 8566, 69-1 BCA ¶7,578 (1969).

In addition, 5 U.S.C. §504(a)(1) of the Equal Access to Justice Act allows the recovery of attorneys' fees and costs to the prevailing contractor in an adversary adjudication.

Clearly, but for the Navy's impact on the Project described in this submittal, NMIW would not have incurred the costs associated with documenting these impacts. NMIW is entitled to be compensated for all the detriment proximately caused by the Navy's delays and disruptions.

Finally, when the government orders a change or delays contract performance, the contractor must infuse additional amounts of capital into the changed performance and delays in order to finance the impact. This additional investment may

place a substantial burden on the contractor before he is able to attain reimbursement for the finished performance. Contractors in such a predicament are often forced to borrow the additional needed capital and to pay interest on such borrowings. In addition, a contractor who is able to finance the extra work without seeking outside help is also injured because he loses the benefit of obtaining interest on the money he is forced to invest.

Recognizing that a contractor is disadvantaged by such treatment, the law allows the recovery of the loss of use of equity or capital which results from the financing of changes and delays in contract performance. Appeal of George Hyman

Construction Co., ENG BCA 4541, 85-1 BCA ¶17,847 (1985); Joseph

Bell v. United States, 404 F.2d 975 (Ct. Cl. 1968). Without renumeration of these costs, a price adjustment for the additional or delayed work would not truly constitute an equitable adjustment. New York Shipbuilding Co., ASBCA 16164, 76-2 BCA ¶11,979 (1976).

There is no question that use of money, whether borrowed or equity is a project cost. It is a cost of performance similar to the use of labor, materials, and equipment. All of these costs need to be recoverable NMIW is to be truly compensated for all damages proximately caused by the Navy.

In <u>Appeal of Ingalls Shipbuilding Division</u>, ASBCA 17579, 78-1 BCA ¶13,038 (1978), the Board ordered payment of imputed interest on the company's detrimental loss of the use of its capital, incurred as a result of having to finance certain

government-ordered changes. The Board's rationale was that the extensions in contract performance due to the changes caused the contractor the loss of use of its money. The contractor had to borrow money, at least indirectly, as a result of the government's actions. There is no doubt that the effects of this project contributed to NMIW's decision to file for reorganization under the United States Bankruptcy Code.

NMIW is entitled to recover the loss of use of its money in financing the costs of delay for which NMIW was entitled to a compensation. But for the actions of the Navy, NMIW would not have had to use its own equity to pay these costs. NMIW should be compensated for this loss.

### STATEMENT OF FACTS

### A. Introduction

Northwest Marine Iron Works ("NMIW") is an established, privately owned, shippard located in the Portland Ship Repair Yard in Portland, Oregon. NMIW has been serving the West Coast shipping industry, both public and private, for more than forty years and has a reputation as a quality ship builder.

In March of 1985, NMIW received a Navy Request for Proposals to perform the regularly scheduled overall and repair of the U.S.S. Duluth (LPD-6), a landing platform dock for amphibious assault vessels. NMIW responded, was awarded a contract for the work on August 19, 1985, and commenced performance on September 30, 1985. The U.S.S. Duluth contract documents divided the work into three major areas: (1) the basic scope consisting of four work packages; (2) manday reservations for supplemental work; and (3) manday reservations for emergent work.

NMIW performed the basic work as per the contract and would not be seeking this Request for Equitable Adjustment had the overhaul remained within the contractual boundaries. However, the project was not so constrained. This Request for Equitable Adjustment will set forth in detail the history of this project and identify those areas in which NMIW has not been compensated for work performed at the Navy's request and to the Navy's benefit.

As an overview to this submittal, NMIW seeks compensation for each of the following:

- (1) The Navy's redefinition and misuse of the supplemental manday reservation, see Subsection B;
- (2) Impact costs resulting from the growth of the underwater hull work, see Subsection C & PO 36 D;
- (3) Direct and impact costs resulting from the activities of Ship's Force, see Subsection E;
- (4) Direct and impact costs resulting from the defective specification issued for the electronic ship alteration package, see Subsection F; and
- (5) Impact costs incurred when the Duluth's extended drydock period disrupted the drydock schedule of U.S.C.G.C. Storis, see Subsection G.

# B. Contractual Relationship

On March 18, 1985, the Department of the Navy, Naval Sea Systems Command, Washington D.C. (NAVSEA) issued a Request for Proposals to accomplish the regulary-scheduled overhaul of the U.S.S. Duluth. NMIW was among several public and private shipyards responding to the RFP. This RFP was unique in that it was the first of the congressionally mandated public/private shipyard competition projects. In order to measure the effectiveness of this competition, an overhaul of the Duluth's sister ship, the U.S.S. Cleveland (LPD-7) was undertaken by the Navy's public shipyard in Long Beach, California. progress, work quality, and costs of the public/private competition are being evaluated by Booz Allen under a separate contract with the Navy. As will be shown, this public/private competition became a critical factor in the Navy's administration of the Duluth contract.

The Naval Sea Systems Command (NAVSEA) awarded the Duluth contract to NMIW on August 19, 1985, by executing a 53-page written agreement, No. N00024-85-C-8506, which contained the following parts: Part I - The Schedule, Sections A-H, pgs. 1-35; Part II - Contract Clauses, Section I, pgs. 36-50; Part III - List of Documents and Attachments, Section J, pg. 51; and Part IV - Material and/or Documents Incorporated by Reference, Including Portions of the RFP, Security Classification Specifications, and Accounting and Appropriation Data, pgs. 52-53 and Attachments. The contract provided for a total target cost of \$12,282,010.00 which was divided among four major work packages, each having the following target costs: 0001AA Messing and Berthing - \$333,934.00; 0001AB Repairs, "D&F" SHIP ALT -\$9,440,341.00; 0001AC "K" SHIP ALT - \$2,366,063.00; and 0001AE Ship-Selected Records (SSR) Update - \$141,672.00. See pg. 2 of 53. As a ceiling, the Navy agreed to pay 130% of the target cost of all four work packages. The contract was to be administered by the Supervisor of Shipbuilding, Seattle (SUPSHIP).

Included in the "D&F" SHIP ALT and the "K" SHIP ALT packages were a reservation of 14,000 mandays or 112,000 manhours (one manday equals 8 manhours). This reservation was allocated among the supplemental and emergent work as follows: 5,000 mandays each of supplemental and emergent work to the "D&F" SHIP ALT, 2,000 mandays each of supplemental and emergent work to the "K" SHIP ALT package. See pgs. 3 and 4 of 53.

The Supplemental/Emergent work clause provided for the following:

All work identified after contract/option award is either "supplemental" or "emergent" Supplemental work is defined as additional work items resulting from either Contractor or Government proposed changes to the basic work package. Emergent work is defined as additional work items resulting from open and inspect requirements, testing and new requirements identified after A-10. 5000 mandays of supplemental work and 5000 mandays of emergent work shall be included in the proposal for titles "D" and "F" SHIPALTS and repairs for the ship. 2000 mandays of supplemental and 2000 mandays of emergent work shall be included in the proposal for the Title K-SHIPALTS for the ship.

At A-60, the ACO will provide the supplemental work specifications to the Contractor. At A-35 the Contractor shall provide a detailed cost proposal to the ACO for negotiation. The supplemenal work package will be incorporated by modification into the basic contract on or before A-10 days prior to the production commencement date for the ship. Requirements for the supplemental and emergent work proposals are detailed in the DD Form 1423, Contract Data Requirements List (CDRL's) herein.

Contract No. N00024-85-C-8506, page 4 of 53. (Emphasis added) (Ex. 2).

Under the terms of the contract, the Navy was to have identified any Supplemental work to the "D&F" or "K" SHIP ALT packages by July 30, 1985 (A-60) or fifteen calendar days after the July 15 date on which NAVSEA stopped receiving proposals to its RFP. In response to the Supplemental work package, NMIW would have had to price out the work by August 24 (A-35) or five calendar days after it was awarded the contract. The cost of the Supplemental work package was to have been negotiated and incorporated into the contract, by modification, on or before September 18, 1985

(A-10). See pgs. 1 and 4 of 53. After A-10, the contract provided that any new work identified would be classified as Emergent work. Thus, after A-10 the Navy was to have only 7000 mandays of its reservation to utilize throughout the project.

No Supplemental work package was identified prior to the A-60 date. In fact, no supplemental work was identified prior to the A-10 date; the date after which all "new requirements" were to be taken from the Emergent work reservation. In short, the Navy never did issue a Supplemental work package. Instead, the Navy unilaterally redefined the term "Supplemental work" to exclude any reference to the contractual pre-arrival identification requirements:

### (d) SUPPLEMENTAL WORK

ADDITIONAL WORK ITEMS RESULTING FROM EITHER CONTRACTOR OR GOVT PROPOSED CHANGES TO BASIC WORK PKG.

### EMERGENT WORK

ADDITIONAL WORK ITEMS RESULTING FROM (1)
OPEN AND INSPECT ROMTS; (2) TESTING; (3)
NEW REQUIREMENTS

Project Notes of J. McMurry on October 3, 1985 recording a conversation with G. Hulsey, (Ex. 1).

Additionally, SUPSHIP transferred reserved mandays from the "K" SHIP ALT Supplemental reservation to the original "D&F" SHIP ALT Supplemental and Emergent reservations, essentially treating the reservations as interchangeable.

These manday transfers resulted in the "D&F" SHIP ALT Supplemental reservation being increased by 500 mandays, from the

contract figure of 5,000 mandays to 5,500 mandays. The "D&F" SHIP ALT Emergent reservation increased by 1,900 mandays from 5,000 to 6,900 mandays. The "K" SHIP ALT Supplemental reservation decreased from its contract figures of 2,000 mandays to 0 and that work item's Emergent reservation was reduced by 400 mandays to a total of 1,600 mandays. The effect of these transfers was to leave reserved mandays in three categories, all of which the Navy continued to use throughout the project.

The Navy's use and transfer of the Supplemental manday reservation is critical in two respects. First, the Navy had a contractual duty to identify the Supplemental work during the pre-arrival phase of the project—a time at which preproduction planning was possible. The contract documents clearly manifest an intent that the Supplemental work be identified as a single package, thus allowing the contractor to integrate this work into its basic production schedule. Had this been done, any impact from the Supplemental work could have been identified and mitigated because the total scope of the work would have been known to the contractor before production began. The contract documents clearly attempted to avoid the situation (which eventually occurred) where Supplemental work was "piecemealed" into the contract during the critical production phases of the project.

Secondly, the manday issue was critical to NMIW because of the contractual rate at which that time was priced. On pg. 3 of 53 of the contract documents, the reservation manday rate is established at \$152.00 per day. Had the Navy negotiated a

Supplemental work package on or before date A-10 (September 18, 1985), NMIW would have priced the necessary labor (up to 7,000 mandays) at \$152.00 per day. Additionally, NMIW would have expected to perform up to 7,000 mandays of subsequent Emergent work at that same rate.

On date A-10 (September 18, 1986) no supplemental work package had been identified, issued, negotiated, or incorporated into the contract. From that date forward, NMIW was contractually bound to perform only up to 7,000 mandays or 56,000 manhours of Emergent work at the rate of \$152.00 per day or \$19.00 per hour. Any work authorized beyond that Emergent reservation should have been performed at NMIW's composite forward pricing rate of \$230.80 per day or \$28.85 per manhour.

NMIW operated under two interim forward pricing rates during the DULUTH overhaul period. NMIW's composite rate was determined by comparing the actual hours worked under each rate to the total hours spent on the project. Since the supplemental reservation drawn in question here addresses only straight time, as opposed to overtime manhours, only straight time hours were used to calculate this composite rate.

At the beginning of the overhaul, the DCAA established NMIW's straight time forward pricing rate at \$29.02/hour. This was the effective rate until April 22, 1986 when it was revised by the DCAA to \$27.56/hour. NMIW's cost records show that 532,266 hours were worked during the \$29.02/hour period and 70,857 hours worked after April 22 when the \$27.56/hour rate was in effect. Multiplying each rate by its respective manhours

produces a total cost figure of \$17,399,178.24. ((\$29.02 x) 532,266 = \$15,466,359.32) + (\$27.56 x 70,857 = \$1,952,818.92)). \$17,399,178.24 divided by the total straight time hours (603,123) equals the composite rate of \$28.85/hour.

However, instead of 56,000 manhours, SUPSHIP ordered 106,906 reservation manhours after the A-10 date; 50,906 hours beyond the contractual reservation. The additional 50,906 hours should have been valued at NMIW's composite rate of \$28.85/hour. Thus, NMIW should have received an additional \$9.85 (\$28.85 - \$19.00) for each of the 50,906 manhours authorized in excess of the Emergent manday reservation; or \$501,424.10 for the direct cost of this additional work.

The Contract's initial target cost included payment for all reserved manhours. However, upon completion of the work, 5118 manhours of Emergent work had not been authorized. The contract requires that these unused manhours be credited to the target cost and that the ceiling price be adjusted accordingly. At \$19.00 per hour times 5,118 unused hours times 1.30, the Navy is entitled to a credit of \$126,414.60. Subtracting this amount from SUPSHIP's underpayment, NMIW is entitled to \$375,009.50 for the Navy's misuse of the Supplemental reservation.

On October 1, 1985, Jerry McMurry had a conversation with Gene Hulsey, SUPSHIP's ACO, after which McMurry recorded:

"Gene is going to 'live the contract' and FAR".

See Project Notes of J. McMurry of October 1, 1985 (Ex. 1).

In spite of this, SUPSHIP did not "live the contract", at least as far as the Supplemental work package was concerned.

NMIW bid the project based upon the above-discussed reading of the Supplemental work clause expecting the work to be identified and incorporated <u>prior to</u> the A-10 date. In fact, NAVSEA suggested as much in its Offeror's Questions responses. Bidders Question No. 80 stated:

For planning purposes, what is the anticipated size and scope of the supplemental work package to be provided at A-60? Is this work package to be a debit against the 14,000 manday labor pool?

Offeror's Question No. 80, dated 5/13/85 (Ex. 1). NAVSEA responded with the following:

For planning purposes, the scope of the supplemental work package is to be defined by Addendum Number 2 in lieu of the A-60 date. This work package will not be a debit against the 14,000 manday labor pool.

NAVSEA Response to Offeror's Question No. 80 (Ex. 1). On that same date, NAVSEA responded to Bidder's Question No. 107 which asked:

Will all the supplemental and emergent work be identified with the first 25% of the contract availability? If not; at what date will the government identify the supplemental and emergent work?

Offeror's Question No. 107, dated 5/13/85 (Ex. 1). To this question, NAVSEA responded:

A large part of planned supplemental work will be identified by Addendum Number Two. As defined by Section C of Solicitation, emergent work results from open and inspect and testing item. Most inspection results are required from contractor before the 25 percent point of contract availability by work Item 042-10-001. The contractor's availability to complete all inspection and report will determine this to a certain extent. Most testing occurs in the last 25 percent of overhaul and must therefore be expected that a certain percentage of this

work cannot be identified but will depend on the contractor's availability to finish repairs in a timely manner to facilitate prompt testing in order to identify emergent work as soon as possible. The Type Commander and NAVSEA will make every effort to identify and authorize all new work by the first 25 percent of contract availability.

NAVSEA Response to Offeror's Question No. 107 (emphasis added), (Ex. 1).

Although less than a model of clarity, NAVSEA's responses indicate that the Supplemental work package was to be identified and incorporated either prior to the A-60 date or by addendum prior to the award of the contract.

Not only did NAVSEA's responses to contractors indicate that the Supplemental work package would be incorporated prior to the award of the contract, when NAVSEA assigned SUPSHIP, Seattle, as contract administrators, NAVSEA did not delegate authority to negotiate any supplemental work:

- 2. In addition to the contract administration functions shown in Reference (a), as applicable, the following functions are assigned to SUPSHIP, Seattle:
  - a. Negotiate any emergent work.
  - b. Change delivery dates.
  - c. Assign ACRN's to additional data applied to the contract.
  - d. Manage the actual overtime requirements.

In conjunction with this delegation of authority, you are also authorized to perform the Administrative Contracting Officer (ACO) functions set forth in Reference (b).

See NAVSEA Letter, Serial 0285JS/1117 of September, 1985. (Ex.

1). Thus, it is apparent that the failure to delegate authority

for negotiating supplemental work further supports the intent that the Supplemental package would be incorporated into the contract prior to award. However, the definition of Supplemental and Emergent work soon became under new interpretations by the Navy.

On September 25, 1985, SUPSHIP's project office on site, recorded a telephone conversation with SUPSHIP, Seattle regarding the use of Supplemental and Emergent work for the entertaiment system on the IX-502 living barge:

- 1. The entertainment system is not included under 992-11-002, but the living barge does have an existing entertainment system.
- 2. Is the repair upgrade considered supplemental (New Work) or emergent work (Growth)?
- 3. Code 600 is of the opinion the entertainment system is a general system within the repair and upgrade (Emergent Work) category which is also our opinion.

See Ex. 1. Code 600 of SUPSHIP, Seattle had begun to redefine the definition and use of Supplemental and Emergent work.

Although the NAVSEA drafted the Supplemental work clause, it appears to have not clearly conveyed the clause's meaning to SUPSHIP. On October 3, 1985, McMurry recorded another conversation with Hulsey:

"Gene needs our input [into the] meaning of supplemental [and] emergent work."

See Project Notes of J. McMurry of October 3, 1985. (Ex. 1).

Later in that same meeting, Hulsey redefined the Supplemental work as being:

Additional work items resulting from either contractor or govt. proposed changes to [the] basic work pkg.

and Emergent work as:

Additional work items resulting from (1) open and inspect rqmts, (2) testing, (3) new requirements.

See Project Notes of J. McMurry of October 3, 1985 (Ex. 1).

SUPSHIP had now redefined the definition of Supplemental and Emergent work. An October 11, 1985 memorandum from Commander Matsushima to SUPSHIP Code 100 advised:

- 1. Reference (a) contains as part of its target costs, a 14,000 manday reservation for "emergent" and "supplemental" work. During Reference (b) [a Code 400 memorandum of 23 September 1985] it was relayed to me that the emergent equated to growth and supplemental equated to new work. With this definition, the contract requires use to maintain a thorough accounting on the number of manhours expended for the two categories up to the following ceilings . . .
- See Ex. 1. Although NAVSEA had not delegated authority to SUPSHIP for the administration of Supplemental hours, SUPSHIP had now redefined the contract language and assumed control of the Supplemental work hours. On October 15, 1985, SUPSHIP, Seattle requested a confirmation of its definition from NAVSEA. In response, NAVSEA stated:
  - l. As requested by Reference (a), this letter confirms the informal advise, given previously to SUPSHIP Seattle/Code 400 that the 14,000 manday reservation for "emergent" and "supplemental" work equates to "growth" and "new work".
  - 2. The manday reservation was included in the acquisition to limit impact of necessary growth and new work on the share line for the subject contract.

See NAVSEA letter Serial 0285JS/1272 of October 18, 1985 (Ex. 1).

NAVSEA and SUPSHIP had now redefined the contract terms and

intent of the Supplemental work package.

Noteworthy is the absence of any reference to the pre-arrival dates in this Supplemental work redefinition. On October 23, 1985, McMurry recorded another conversation with Hulsey in which Hulsey advised:

. . . all (new work) supplemental and emergent work will come out of the 14,000 mandays.

See Project Notes of J. McMurry of October 23, 1985 (Ex. 1).

This redefinition prompted William Zavin, president of NMIW, to respond in a letter to Gene Hulsey:

Our interpretation of the contractual requirements for the 14,000 manday reservation does not include new work which is beyond the basic work package as being part of this contract reservation. Therefore, we are estimating and pricing all new work in accordance with our audited forward pricing rate. We are, therefore, accepting new work on this basis.

NMIW Serial Letter 7500-076 of October 30, 1985 (Ex. 1).

Much of the confusion concerning the intent of the contract documents arose out of the Navy's own internal organization. Although SUPSHIP was the Navy's project administrator, it funded none of the work itself. Rather, it acted on behalf of the Type Commander (TYCOM) who funded the "D&F" SHIP ALT package and NAVSEA, who funded the "K" SHIP ALT work package.

In addition to funding the "K" SHIP ALT work package,
NAVSEA drafted all of the contract documents. Apparently,
NAVSEA's interpretation of the Supplemental work clause was never

clear to SUPSHIP. NMIW, however, interpreted the clause to read that all Supplemental work was to have been defined and incorporated prior to the A-10 date. SUPSHIP must have concurred, at least originally, because it issued Price Proposal A00004 and executed Modification No. A00004 on November 4, 1985, at the contractor's forward pricing rate rather than at the contract reservation rate. (See Ex. 3). Modification No. A00004 added up to \$435,712 worth of new work pertaining to the removal and replacement of the ship's Fresh Water Drain Collecting System and involved 9,508 hours of labor valued at the interim forward pricing rate.

Still later in November, SUPSHIP issued Price Proposal No. 19 specifying the additional underwater hull work identified when the Duluth went on drydock. Price Proposal No. 19 was issued as a new work item which NMIW was to price at its forward pricing labor rate. (See Ex. 3). NMIW responded by preparing its Cost Proposal No. 19. TYCOM rejected the cost proposal forcing SUPSHIP to change direction in midstream. SUPSHIP withdrew Price Proposal No. 19 and reissued the package as Price Proposal No. 1141 (Ex. 3), this time requiring NMIW's labor costs to be debited against TYCOM's Emergent reservation.

The same occurred when additional ballast/deballast piping work was identified. SUPSHIP initially issued the work as a forward price work item. After NMIW prepared its Cost Proposal, TYCOM descoped the work and SUPSHIP withdrew the Price Proposal, reissuing the package as a labor debit to TYCOM's Supplemental reservation.

Even though NMIW and SUPSHIP considered these work items to be outside of the Contract's Reservation clause, NAVSEA determined that the clause covered the underwater hull work and that required for the replacement of the ballast/deballast piping system. TYCOM adopted the NAVSEA interpretation and, in spite of the pressing need for these repairs, refused to authorize any additional work unless the requisite manhours came out of its reservation pools.

NMIW argued that the Supplemental reservation was not available at this late date. However, TYCOM refused to reconsider, maintaining that it would get the entire underwater hull work and the ballast/deballast piping work at the contractual reservation rate. If not, TYCOM threatened to either put the work out for separate availability or bring in a second contractor. TYCOM threatened to do the latter even though the contract contained no provision by which to do so.

TYCOM's position had evolved to the point where it believed it had a total reservation of 10,000 mandays (5,000 mandays in its Supplemental pool and 5,000 mandays in its Emergent pool) to use in any manner, and at any time it chose. NMIW could either accept TYCOM's redefinition of the Supplemental reservation and perform up to 7,000 mandays worth of work at a cost less than that provided for in the contract documents, or it could sacrifice its reputation as quality shipbuilder by performing the original work only and allowing a United States Naval vessel to go to sea knowing it to be in a seriously deteriorated condition. Under protest, NMIW accepted the Navy's

interpretation of "Supplemental work" causing Gene Hulsey to make the following comment:

I'd like to make a little comment, too, that I passed up when were doing that. I'd like to thank-you, contractor, very much for his resolution of the 14,000 manday reservation for new work, and I'd like to thank him for giving up his points to help this meeting progress -- or the work progress under that, and I appreciate that very much.

Progress Meeting Minutes of November 21, 1985, pp. 12 and 13 (Ex. 1).

The problem was further compounded when TYCOM also decided that it could assume those unused mandays contractually allocated to NAVSEA.

On January 17, 1986, the following speed letter was sent by NAVSEA:

- Reference (a), (b), and (c) addressed use of NAVSEA Supplemental Work Reserve (New Work Reserve) as augment to TYCOM Supplemental Work Per Reference (d), NAVSEA New Work Reserve. Reserve is 2,000 mandays (16,000 man-hours), and NAVSEA Growth Reserve is 14,854 man-hours (1856 mandays). Both accounts started at 2,000 mandays each in basic ROH contract. Ref. (d) also reports TYCOM New Work Reserve (Supplemental Work) at 2,946 hours remaining out of 40,000 initial reserve. During Reference (a), NAVSEA was requested to confirm that no new work (K-ALTs would be authorized in this ROH, and to consider transfer of part or all of 2,000 manday New Work Reserve to TYCOM in order to maximize use of pre-paid mandays.
- 2. NAVSEA recommends the following:
  - A. 500 mandays (4,000 manhours) of NAVSEA of Supplemental (New) Work Reserve are available now for TYCOM use. Additional hours will be made available as SHIPALT growth costs are determined.

See NAVSEA Speed Letter Serial 9313/4142 of January 17, 1986 (Ex.

- 1). In response to this speed letter, SUPSHIP, Seattle Code 413 advised Code 440:
  - 1. References (a) and (b) authorize the transfer of NAVSEA Title K-SHIPALT Supplemental Work Reserve Man-days to TYCOM D & F SHIPALT's Supplemental Work Man-days in the amount of 500 man-days (4,000 hours).

See SUPSHIP Memorandum of January 30, 1986 (Ex. 1). On February 20, 1986, Hulsey transmitted to NMIW a letter effecting the following:

- 2. Transfer of 1,000 man-days (8,000 man-hours) from NAVSEA Title "K" SHIP ALT Reservation 2,000 man-days (supplemental work) to TYCOM "D&F" SHIP ALT Reservation 5,000 man-days (emergent work).
- 3. There will be a reduction and increase to SHIP ALT Reservation:
- a. NAVSEA "K" SHIP ALT Reservation pool of 2,000 man-days (supplemental work) reduced to 500 man-days and;
- b. TYCOM "D&F" SHIP ALT Reservation pool of 5,000 man-days increased to 6,000 man-days (emergent work).

SUPSHIP Serial Letter 413-722 of February 20, 1986 (Ex. 1).

The following date, Hulsey issued a similar letter increasing TYCOM's Supplemental work reservation:

- 2. Transfer of 500 man-days (4,000 man-hours) from NAVSEA Title "K" SHIP ALT Reservation 2,000 man-days to TYCOM "D&F" SHIP ALT Reservation 2,000 man-days.
- 3. There will be a reduction and increase to SHIP ALT Reservation:
- a. NAVSEA "K" SHIP ALT Reservation pool of 2,000 man-days (supplemental work) reduced to 1,500 man-days and;

b. TYCOM "D&F" SHIP ALT Reservation pool of 5,000 man-days increased to 5,500 man-days (supplemental work).

SUPSHIP Serial Letter 413-723 of February 21, 1986 (Ex. 1).

Although both letters state that there would not be a formal change made to the Section "C of the contract terms, SUPSHIP issued AMENDMENT/MODIFICATION NO. A00076 which reads in part:

- BLOCK 14. DESCRIPTION OF AMENDMENT/MODIFICATION (continued)
- 2. WHEREAS, it has been determined that the said reservations can be better utilized if modified, and
- 3. WHEREAS, the government has reached agreement with the contractor as to transfer of mandays within the various reservation items;
- 4. NOW THEREFORE, Section "C" of the Contract shall be modified to account for mandays as follows:
- a. 2,000 mandays shall be transferred from the Title "K" Shipalt 2,000 manday Supplemental Work Reservation.
- b. 500 mandays of the amount in Paragraph 4 shall be placed in the Title "D&F" Shipalt Supplemental Work reservation, revising the total for this category to 5,500 mandays.
- c. 1,500 mandays of the amount in Paragraph 4 shall be placed in the Title "D&F" Shipalt Emergent Work reservation, revising the total for this category to 6,500 mandays.
- 5. There is no change in the Contract Target Costs, Target Profit, Target Price, or Ceiling Price.
- 6. The delivery schedule remains unchanged for the LPD-6.
- 7. The change in delivery dates, target costs, target profit, target price, or ceiling price described above is considered fair and

reasonable and has been mutually agreed upon in full and final settlement of all claims arising out of this modification and any other modifications or change orders indicated above, including all claims for delays and disruptions resulting from, caused by, or incident to such modifications or change orders.

Amendment/Modification No. A00076, dated March 19, 1986, page 2 of 2 (Ex. 3).

SUPSHIP subsequently issued issued Modification A00122 which read, in part:

BLOCK 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Continued)

- 2. WHEREAS, it has been determined that the said reservations can be better utilized if modified, and
- 3. WHEREAS, the Government has reached agreement with the contractor as to transfer of mandays within the various reservation items;
- 4. NOW THEREFORE, Section "C" of the Contract shall be modified to account for mandays as follows:
  - a. 400 mandays shall be transferred from the Title "K" SHIPALT 2,000 manday emergent work reservation.
  - b. The 400 mandays in Paragraph 4.a above, shall be placed in the Title "D&F" SHIPALT emergent work reservation, revising the total for this category to 6,900 mandays.
- 5. There is no change in the contract Target Cost, Target Profit, Target Price, or Ceiling Price.
- 6. The delivery schedule remains unchanged for the LPD-6.
- 7. The change in delivery date, target cost, target profit, target price, or ceiling price described above is considered to be fair and

reasonable and has been mutually agreed upon in full and final settlement of all claims arising out of this modification and any other modifications or change orders indicated above, including all claims for delays and disruptions resulting from, caused by, or incident to such modifications or change orders.

Amendment/Modification No. A00122, dated May 27, 1986, page 2 of 2 (Ex. 3).

Both Modifications were executed long after SUPSHIP imposed into the project NAVSEA's redefinition of the reservation clause. Modification A0076 was executed by NMIW in April of 1986. Modification A00122 was executed in June of that year. By this time the contractual distinction between Supplemental and Emergent work had become so blurred that the transfer between reservations was essentially meaningless. Both the late use of the Supplemental mandays and the subsequent transfer of mandays between the reservations, directly resulted from the Navy's misinterpretation of the contractual language. The Navy remains responsible for any errors made in that interpretation.

# C. Change Order Administration

As discussed in the previous section, the first 7,000 mandays of additional work identified after the A-10 date was to have been classified as Emergent work. Any work beyond the Emergent reservation's limits should have been priced at NMIW's forward pricing rate. Post A-10 Emergent work was to have been identified by either the contractor or the government's surveyors who monitored the project. If NMIW identified such work, it would file a condition report with SUPSHIP which would note the

concern discovered and propose a solution. If SUPSHIP concurred, it would provide TYCOM or NAVSEA with a Class "F" estimate:

At the direction CNSP, SupShip Seattle would provide TYCOM with a Class "F" estimates for numerous growth and new work requirements, many of which were undocking and/or LOE critical.

TYCOM would not respond to the SupShip Class "F" estimates but would in turn direct SupShip to obtain contractor estimates. To meet this new requirement, SupShip would have to write detailed specifications and forward same to the contractor for him to estimate the work.

After the contractor estimated the work, the contractor would return the specification with the estimate and SUPSHIP would forward same to TYCOM by message and wait for a reply. By comparing the Government Class "F" estimate to the contractor estimate, TYCOM determined if the Government was getting a fair and equitable price and he would then do one of three things:

- 1. Authorize the work
- 2. Defer or cancel
- 3. Reduce scope of work and direct SupShip to obtain a new estimate.

By this process of writing, estimating, and having contractor estimate work that may never be included in the work package, instead of taking a few days to get work authorized, it would now require a few weeks and in some cases longer.

As in the cases of the Ballast/Deballast
Piping System repairs and the Hull/Seam Weld
repairs, it took TYCOM several weeks to
authorize the work.

In some cases the contractor stated that his estimate was invalid because it was a month old to the Supervisor.

When TYCOM authorized SupShip to negotiate with the contractor, it became difficult to negotiate the contractor's price because he knew that TYCOM already considered his price to be fair and reasonable.

Although the contractor was told not to count on getting new work until it was negotiated, NMIW would sometimes hold up progress somewhat in anticipation of the work. Some may say "Shame on the contractor". Yes and no. By holding up work in some areas, the contractor saved the Government untold dollars (same examples as above) and in other situations he hurt his own progress because the work was never authorized.

U.S.S. Duluth (LPD-6) Post Overhaul Review, Presentation of D. Enz, page 2 of 12 (Emphasis added) (Ex. 1).

As early as December of 1985, SUPSHIP advised COMNAVSURFPAC, San Diego, that the TYCOM approval process was imposing inefficiencies upon the new work authorization process.

See SUPSHIP, Seattle Transmittal to COMNAVSURFPAC, 061657Z Dec.

85. Although TYCOM acknowledged this impact, it would not take steps to expedite its review and approval process:

ADMINISTRATIVE MESSAGE

ROUTINE

R 212134Z JAN 86 ZYB

FM COMNAVSURFPAC SAN DIEGO CA

TO SUPSHIP SEATTLE WA

BT UNCLAS //N04700//

SUBJ: NEW WORK COST ESTIMATING AND TYCOM AUTHORIZATION ISSUES ICO USS DULUTH (LPD 6)

- A. SUPSHIP SEATTLE WA 061657Z DEC 85
- 1. SUBPARA 14.C OF REF A DISCUSSES THE SUPSHIP VIEW OF INEFFICIENICES IMPOSED BY CURRENT TYCOM REQUIREMENTS FOR NEW WORK AUTHORIZATION.
- 2. REF A RECOMMENDS A METHOD WHICH FURTHER REMOVES TYCOM FROM THE DECISION MATRIX IN ORDER TO SPEED UP THE WORK IDENTIFICATION-TO-AUTHORIZATION PROCESS.

3. DELAYS IMPOSED BY CURRENT TYCOM REQUIREMENTS ARE APPRECIATED, HOWEVER, THE PRUDENT CONZBOL OF LIMITED REPAIR FUNDS OUTWEIGHS WHATEVER EXPEDIENCY WHICH WOULD BE GAINED.

BT

COMNAVSURFPAC, San Diego Administrative Message R212134Z, Jan. 86 ZYB (Ex. 1).

As will become evident later in this subsection, NMIW estimated work scope, or the direct costs of the work, only. It is apparent that the SUPSHIP Class "F" estimates addressed only direct costs as well.

TYCOM took several weeks of critical drydock time to authorize repairs to the Ballast/Deballast Piping System and the Hull/Seam Weld work. Having been advised by SUPSHIP that "only work scope" costs would be considered and that NMIW's estimates had to be close to the government estimates or "no go", NMIW was constructively on notice that there would not even be any negotiation unless TYCOM pre-approved its price submittal. Thus, when TYCOM did authorize SUPSHIP to negotiate, the authorization came amid a belief that the government was already getting a fair and reasonable price; one which TYCOM would ultimately approve. The SUPSHIP/NMIW negotiations became, essentially, "negotiations" in name only.

A compounding factor was that this review/approval process was occurring during the critical production phases of the project. SUPSHIP and NMIW could ill afford to loose time to indecision and delay. Causing particular concern for everyone was TYCOM's hard core approval policy, illustrated by certain

statements made by Dan Enz, SUPSHIP's Project Officer, to Gordon Newell, NMIW's Project Estimator:

If [NMIW's estimates] were too high, too bad.

Project Notes of G. Newell on September 15, 1985 (See Ex. 1).

Further, Enz commented:

[NMIW's] estimates had to be close to Gov't or no go."

Project Notes of G. Newell on October 1, 1985 (See Ex. 1). The government estimates were, essentially, the Class "F" estimates prepared by SUPSHIP for TYCOM's review. As a SUPSHIP telcon recorded:

- New Work Items they are contractor estimates.
  - they are reasonable unless noted by SSea that estimates are not reasonable.
  - when to be authorized couldn't tell me up to
     Capt. Johnson and Adm.
     Davis.

See Bob Green telcon of October, 1985 (See Ex. 1).

In addition to SUPSHIP's tight estimates for the work, SUPSHIP, of course, had a "vested interest" in NMIW winning the public/private shipyard competition. The following conversation between Enz and Newell is illustrative:

Dan made a statement to me in effect that Sup/Ship (of which includes him) has a "vested" interest for NMIW to "win" the private/public competition, because he wants more work to be awarded to private yards especially in the N.W. U.S.A. He doesn't want to move to Miss./Calif./Virginia. In an effort to keep the price down he stated that chickenshit changes will not be tolerated and if my estimates our to high to bad. I of

course said my prices will be okay. Prices are to be negotiated on a basis of work scope only. D&D will be entertained only if they can be qualified to Sup/Ship i.e. assumption of possible D&D will not be accepted.

Project Notes of G. Newell on September 15, 1985 (emphasis added) (Ex. 1). Of course, one of the ways in which SUPSHIP could ensure its desired result was to have NMIW perform more work at less cost within less time than that performed by the Long Beach Naval Shipyard. Indicative of the process of estimating new work was a SUPSHIP telecon that recorded:

There is a message being sent authorizing you to ask the contractor for estimates on the hull plate and also the new work items that are currently at TYCOM. The new work items can be sent in piecemeal to TYCOM as the contractor estimates come in to expedite things. Is the \$50K money sent for the original contractor estimates on the first 22 work items still available?

Response - \$50K is still untouched.

Based on the meeting with Lcdr. Waylatt, the original items (22 new work items) were funded for new work estimates only as a test case to see if contractor bids were reasonable. All other items were to based on government estimates only, isn't that right Bob? (Lcdr. Green) Are you there Bob?.

Conference telephone conversation between SUPSHIP Seattle on-site Rep, and Commanding Officer U.S.S. Duluth, TYCOM Rep. Commander Green and Type Desk Office Lt. Commander Lowe on 21 November 1985. (Emphasis added). (See Ex. 1).

The process of estimating changes, essentially, went as follows. NMIW was required to price out necessary changes at direct cost only ("chickenshit" changes were out altogether).

SUPSHIP did the same on its Class "F" estimates prepared for TYCOM. TYCOM would determine the scope of work that it wanted to

pay for and authorized SUPSHIP to, in essence, confirm NMIW's submittal through "negotiation". SUPSHIP would direct its surveyors or negotiators to "negotiate" the cost of the work with NMIW.

Although SUPSHIP had a designated negotiator, the vast majority of "negotiations" were undertaken by the SUPSHIP surveyor responsible for the affected work:

MR. BURNETT: And I thank you. As I said in the previous meeting, I appreciate the Contractor's help. All the surveyors, without their help we couldn't have done anything because these are our professionals and I had to talk to them many, many times where the hell I was at because without them I wouldn't have known. And the Contractor people have been very helpful and very professional in their approach and I appreciate that very much. Thank you.

Statement of G. Burnett (SUPSHIP negotiator), Progress Meeting Minutes of December 19, 1985, pages 3-4 (Emphasis added). (Ex. 1).

However, the surveyors would not discuss anything beyond the direct costs of the proposed work. Neither would the negotiators discuss NMIW's inefficiency or displacement costs, resigning themselves to a "rubber stamp" approval of whatever direct cost determination was reached by the surveyors.

Through this process, SUPSHIP effectively cut off any consideration of labor inefficiency and/or schedule displacement costs. It advised NMIW not to estimate any such costs. It prepared its Class "F" estimates without consideration of these costs. It knew TYCOM authorization would result only from a close nexis between the Class "F" and the NMIW estimates.

SUPSHIP's surveyors would not discuss inefficiency or displacement costs. When boiled down to its basic elements, SUPSHIP clearly manifested its intent to compensate NMIW for only the direct costs of the additive work. However, inefficiency and displacement costs are compensable and NMIW is entitled to such compensation.

Further complicating matters was the fact that this long approval process applied to all proposed work, even that which would eventually be rejected in total by TYCOM. This placed NMIW in an extremely precarious position. NMIW knew that certain new work, if authorized, would negate the need for other work previously identified in the original scope packages:

I want to just add something for the record. Normally, it's not the policy of Supship to discuss new work with the contractor prior to authorization and funding by the funding agency; however, the Duluth is an exception to the rule. The reasons is because we've been directed to provide the Contractor with a written spec item prior to the authorization for accomplishment and that's the reason that you'll see in the minutes new work come up over time after time, is because he already has an idea what the work is. It's just for the record.

Statement of D. Enz, Project Meeting Minutes of December 19, 1985, pp. 10-11 (Ex. 1). Although NMIW was told not to count on getting new work until it was negotiated, it would at times hold up progress in anticipation of authorization of the work. In fact, it would have been imprudent for NMIW to continue to perform the original scope once it became aware that changes were contemplated. This became an extremely important factor when the need for additional underwater hull work was discovered.

TYCOM's involvement in the administration of this project was particularly critical because it ended up controlling 80% of the entire manday reservation:

CINCPACFLT on occasions would not have funds on hand (in Seattle) to support TYCOM authorized funding messages. TYCOM would not take steps to insure that funds were on hand prior to authorization of new work.

U.S.S. Duluth (LPD-6) Post Overhaul Review, Presentation of D. Enz, page 2 of 12 (Ex. 1). This put SUPSHIP in the difficult position of either waiting for funding, or proceeding with the authorization unsure of when funding would become available.

Once TYCOM authorized negotiations, and the funding problems were resolved, NMIW's estimator, Gordon Newell, and the applicable SUPSHIP surveyor would get together and negotiate the direct cost of the proposed work. Upon completion of this process, SUPSHIP and NMIW would sign the price proposal standard form 4265/1.

If the negotiated price was greater than \$10,000, SUPSHIP and NMIW would sign an agreement data form which indicated the total changes in the: (1) contract price; (2) target costs; and (3) target fee. The agreement data form and the price proposal, executed contemporaneously, became the basis of the formal contract modification executed on the Navy's SF30 Amendment/Modification Form. If the need for additional work arose under conditions which did not allow for negotiation prior to the performance of the work, the Navy would require the contractor to execute a Maximum Priced Modification establishing the maximum increase in contract pricing. The contractor would

then proceed with the work and submit a cost proposal when the cost of the work became known. Once a cost proposal was submitted, a contract modification for the actual cost of the work would be negotiated and executed in the manner described above.

Thus, the Navy utilized essentially two types of change orders on this project: (1) a negotiated bilateral modification for proposed additional work; and (2) a bilateral modification establishing an upper limit on the direct cost of additional work for which the actual costs were, at that time, unknown.

The first type of modification implies that, through negotiations, SUPSHIP and NMIW reached a fair and equitable price for all costs arising out of the increased scope of work. In theory, the negotiated cost was to include the total cost of the work, including compensation for any impact costs - often referred to as delay and disruption. Evidence of this intent is found in the language of the Agreement Data form itself, the language of the SF30 Fixed Price Modifications, and the SF4265/1 Price Proposal forms. However, in spite of the intended use of these standard forms, delay and disruption costs were not negotiated and were not compensated for by the resulting contract modifications. The language included on the Standard Form did not attempt to reflect the parties' manifested intent.

As early as September 15, 1985, SUPSHIP made it clear that, because of the public/private shipyard competition recently implemented, it would negotiate changes on the basis of "work

scope" only. Regarding a conversation with Dan Enz, Gordon Newell recorded the following:

Dan made a statement to me in effect that Sup/Ship (of which includes him) has a "vested" interest for NMIW to "win" the private/public competition, because he wants more work to be awarded to private yards especially in the N.W. U.S.A. He doesn't want to move to Miss./Calif./Virginia. In an effort to keep the price down he stated that chickenshit changes will not be tolerated and if my estimates our to high to bad. I of course said my prices will be okay. Prices are to be negotiated on a basis of work scope only. D&D will be entertained only if they can be qualified to Sup/Ship i.e. assumption of possible D&D will not be accepted.

September 15, 1985 entry into the project notes of G. Newell (emphasis added), (Ex. 1).

SUPSHIP stood by its decision that labor inefficiency and schedule displacement costs would not be negotiated. Upon the completion of a November 22, 1985 conversation with Dan Enz and Joe Brown, concerning a problem with the ship's rudder stocks, Gordon Newell recorded the following:

I offered 500-500-0 Joe to consider my offer Reneg on Monday 11/25/85. Dan relented only after much bickering over what is diff. of opinion between NMIW and Sup/Ship in regards to what is fair and reasonable. Both Dan and Joe stated they only want to negotiate on the "work scope only". Ancillary delays/disruptions unless absolutely quantified will not be subject of any nego as far as they are concerned. Dan went further saying this is true of any item we feel we've been cheated on or any change orders. I said that every change has an effect upon the specified work. Dan said again that only work scope shall be addressed in negotiations.

This attitude of scope only is impacting my ability to get true value for changes. When I bring-up the subject, Sup/Ship ignores me. I've brought this up to B.Z. and J.C.M. and

they say do the best I can, keep trying. We want to be as accommodating to the customer as possible and we want the growth, but I'm having a hard time treading the middle ground and keep up with our general philosophy of not giving the store away. I hope this Sup/Ship philosophy doesn't lead to financial disaster for us, and as usual, I'm stuck in the middle.

November 22, 1985 entry into the project notes of G. Newell (Emphasis added) (Ex. 1). NMIW filed for bankruptcy on October 29, 1986.

In fact, SUPSHIP did ignore, and generally refused to discuss, NMIW's concerns regarding inefficiency and displacement costs, overtime, or schedule impacts. SUPSHIP's administration of this project was arranged such that proposed changes costing more than \$10,000 required the execution of an agreement data form (SUPSHIP Standard Form 4330/16); executed contemporaneously with the signing of a formal contract modification. SUPSHIP and NMIW executed 113 of these standard agreement forms. Newell signed all 113 forms on behalf of NMIW. On SUPSHIP's behalf, 11 were signed by Gene Hulsey. The remaining 102 forms were signed by one of SUPSHIP's two negotiators, Glen Burnett or Philip Nicolet. However, the negotiator's title is misleading in that the actual price negotiation, as discussed above, more often than not occurred in conversations between Gordon Newell and the SUPSHIP surveyor who was monitoring the type of work effected by the change.

The negotiator merely reviewed the arrangements reached by the surveyors. When NMIW approached the surveyors with inefficiency and displacement costs, the surveyors maintained that they only had the authority to negotiate the direct costs of

the proposed work; or "work scope only". Furthermore, the surveyors would not even discuss these inefficiency and displacement costs. Neither would the negotiators, themselves, discuss such costs. Thus, SUPSHIP's 4330/16 standard form, as executed, misrepresents the conduct and the intent of both parties. The form contains the following printed language:

All delays and disruptions in the performance of work resulting from this change were fully considered in negotiating the above change in price which, to the extent applicable, includes the costs attributable thereto.

SUPSHIP Standard Form 4330/16 (Ex. 3).

All 102 forms signed by the SUPSHIP negotiators contain handwritten language which modifies the printed language quoted above. Each negotiator wrote, with slight variation, that "delay and disruption [often abbreviated D&D] was discussed during the negotiation of this price." (Ex. 3). As established above, the only discussion was that delay and disruption would not be included in the price of a change order. In fact, when Gordon Newell protested to the negotiators that the surveyors would not allow for anything other than work scope, the negotiators also refused to consider the inclusion of these costs.

Thus, it was clear that these costs were not included or intended to be included in the resultant price. The oral discussions held during negotiations clearly negate the language contained on the standard forms; the Navy being fully aware that such costs were being incurred by NMIW but were not being allowed as part of the change. When Newell protested to the negotiators about the inclusion of both the printed and the handwritten

language, the negotiators, while acknowledging that inefficiency and displacement costs had not been discussed, maintained that the language was nonetheless something they had to put on the form.

Here, "form" does not reflect "substance". Clearly, the standard forms, as executed, are not an accurate reflection of the parties' agreements. The actual agreement reached on each of the negotiated changes was limited by the Navy to direct costs, or work scope only; as much can be seen by even the most cursory review of the costs identified on the standard agreement forms.

Language that proports a similar release is found on the numerous contract modifications and price proposals issued by SUPSHIP. SUPSHIP issued approximately 542 price proposals. Ten were subsequently cancelled, and the remaining 532 were incorporated into the contract through the issuance of 172 contract modifications. Six price proposals were issued as maximum price modifications. Five of the maximum price modifications have been, or are in the process of being, negotiated. The remaining Maximum Priced Modification will be discussed separately below.

SUPSHIP's price proposals were issued on its Standard Form 4265/1 and contained the following printed release language:

The undersigned agrees that the above-specified work will be accomplished at the price stated above, which includes costs of all delays and/or disruptions involved in this work and will be completed by current Job Order completion date, unless otherwise specified above.

SUPSHIP Standard Form 4265/1 (Ex. 3).

Contract modifications were issued by SUPSHIP on its Standard Modification Form (SF30). The modifications incorporated the pertinent price proposals and contained release language typical of the following:

The change in delivery dates, target costs, target profit, target price, or ceiling price described above is considered fair and reasonable and has been mutually agreed upon in full and final settlement of all claims arising out of this modification and any other modifications or change orders indicated above, including all claims for delays and disruptions resulting from, caused by, or incident to such modifications or change orders.

### See Ex. 3.

Although the above language suggests that NMIW was compensated for "all" costs arising out of the respective modifications, NMIW was clearly not compensated, a fact of which SUPSHIP was fully cognizant. No further negotiations occurred between the time an agreement data form was signed and the time the resultant price proposal and contract modification were executed. The language merely reflects a desired form, not the substance of the modification.

Contract documents are solely designed to memorialize an understanding or agreement reached by the parties. Throughout this project that understanding addressed direct costs, or work scope, only. The contemporaneous activities of the parties demonstrates that the proported release language misrepresents the mutual intent of the parties. As a result, NMIW has not released its right to seek compensation for impact costs incurred as a result of the Navy's administration of this project.

Furthermore, as a result of the discussions between Newell and the negotiators, SUPSHIP was informed and well advised that (1) NMIW was incurring inefficiency and displacement costs; (2) such costs were not being included in the executed modifications; and (3) these costs would be the subject of a future Request for Equitable Adjustment. Yet, in spite of this, the Navy still attempted to include release language in its modifications.

SUPSHIP established its policy on the Supplemental manday reservation and the non-negotiation of impact costs very early in the project. Those policies compounded the difficulties encountered by NMIW and the Navy in respect to the following:

(1) the enormous growth of the project; (2) interference NMIW received from ship's force; and (3) SUPSHIP Boston's design defects in the electronic ship alteration package. Each of these concerns will be discussed in the following subsections.

However, first a discussion of the outstanding Maximum Priced Modification is appropriate since nearly all of NMIW's inefficiency and displacment claim stems from changes ordered by Maximum Priced Modification.

In addition to the items of this REA, NMIW has previously submitted REA's for the following:

- (1) Specification Item No. 584-80-001 (5841) Emergency Stern Gate Rigging (S/A 405D), dated August 29, 1986, see Ex. 8;
- (2) Specification Item No. 120-11-001 (1201) Structural Repairs (below main deck) dated August 29, 1986, see Ex. 9;
- (3) Specification Item No. 992-11-002, Living Barge IX-502, dated September 4, 1986, see Ex. 10; and

(4) Specification Item No. 243-11-001, Outboard Propulsion Shafting, Bearing, and Seals; Repairs, dated September 16, 1986, see Ex. 11.

None of these four requests have been resolved and each remains as submitted. A copy of each is reproduced in its entirety in the exhibits noted.

## C. Maximum Priced Modifications - Direct Costs

SUPSHIP issued six Maximum Priced Modifications during the life of the project. Five have been, or are in the process of being, closed out and are not the subject of this REA. One remains outstanding. Modification A00013, authorizing \$101,367 worth of materials and 20,465 manhours for additional underbody hull work, was issued on December 2, 1985.

As soon as the drydock blasting began, it became clear that the condition of the underwater body hull was far worse than that which had been indicated in the Navy's RFP. The Duluth docked on October 21, 1985. On October 30, Jerry McMurry transmitted a letter to Dan Enz, stating:

The underwater body hull deterioration that has been revealed by docking and underwater blasting, seems to be exceptionally severe. The ship is protected by small zinc installation only and lacks the impressed cathodic protection installed on many Navy ships.

The ship is also often berthed along side or in close proximity to ships with the impressed system.

This problem appears to be serious enough to warrant more consideration and engineering investigation as to the probable causes and fixes.

NMIW's Serial Letter 7500-077 of October 30, 1985 (Ex. 1).

The issue became an item of discussion at the weekly progress meetings conducted by SUPSHIP and attended by NMIW and ship's force:

MR. MCMURRY: Just for heads-up, I sent you just a letter of concern about the deterioration on the underwater hull because I think it warrants a new generic beyond what we're doing. There's not enough protection to that ship and I recommend we take a look at it as soon as we can.

MR. LLOYD: That's under--the engineers are looking at it now as far as coming up with some drawings to find out how many zincs is supposed to be there and if what we have is in the right location. None located, so we're looking for drawings that would show the proper amount of zincs and the proper location for them. Besides, we're also talking with NAVSEA about having some expert come out and look at this hull, too, before we do too much to it.

MR. ENZ: Just to add to that, one of the things that Rusty suggested in doing is having new readings accomplished at various locations throughout the vessel. It's important, if possible, that we move out on getting that UT reading into the contract so we can have that data available for the NAVSEA rep that does show up here to determine the extent of sheaf light damage.

MR. NEWELL: We got the rough price proposal from Supship this morning and it's being processed, is being typed as previously stated in the meeting, and it will proceed and it will get my priority.

Progress Meeting Minutes of October 31, 1985, pgs. 15 & 16. (Ex. 1).

The problem was again discussed at the progress meeting of 7 November 1985:

MR. PARKER: Okay. Next thing is the hull deterioration, UT inspection which is ongoing. And the results are supposed to be to us by 11

November '86. And I take it that's probably still--'85, excuse me.

MR. ENZ: I just want to mention then, '85 is an agreement just between Don, that's what he's shooting for. And I requested the UT reading be provided as soon as possible so we can get resolution.

MR. MCMURRY: What we'd like to propose is a meeting at 1:30 tomorrow afternoon, 1330, with Supship, Ship's Force and ourselves and Pittsburg Testing and our QA people, and we will give you a complete result at that time. Basically, a gross summary, it looks like on the blush of it, we have about 100 inserts we're going to have to replace, estimated somewhere between 1,500 and 3,000 square feet of plate, and five to 6,000 linear feet of weld that we're going to have to do to restore the hull to an acceptable condition. We'll verify that tomorrow.

MR. ENZ: Jerry, what criteria did you use to come up with that? Is it 25 percent of the base metal?

MR. MCMURRY: Yes.

1).

CDR. LOUDEN: Rather than the calculations that come from the stresses and so forth?

MR. MCMURRY: That's just at the 25 percent deterioration or more; and that's rough, obviously. That's a guess as we best could do today with Pittsburg Testing and our QA people.

Progress Meeting Minutes of November 7, 1985, pgs. 7 & 8 (Ex.

On its next weekly Heads Up List, NMIW stated:

4. Resolution of New Work

Timely resolution of the scope for ballast system and hull repair work is very important. The contractor will expedite. The assistance of SUPSHIP is appreciated. 5. Contractor is very concerned about the delay of turn on of work that must be done to support mile stone dates such as ballast system repairs and hull repairs.

Additionally, the continuing rejection of new work that must be done to support ongoing specification work will cause delay, disruption, and could prevent completion of specified work. The contractor intends to define the specifics of these situations as they occur by letter to ALCON.

\* \* \*

NMIW Heads Up List of November 11, 1985, Item Nos. 4 and 5. (Emphasis added) (Ex. 1). SUPSHIP was now on notice that any delay, disruption, or impact would be defined and assessed.

Thus, 12 days (23.5%) of the expected 51 day drydock period had passed without a decision from SUPSHIP as to the extent of the required hull repair work. SUPSHIP was advised that any delay in the turn on of the additional hull work would extend the dry dock period and impact NMIW's planned work sequence. As much was acknowledged by SUPSHIP at the next weekly progress meeting where Stewart Lloyd said:

Problems discussed last week that are still a problem is shell plating replacement, ballast pipe renewal. Getting the TYCOM to approve these items, seems to be a major concern for all of us. I don't think anybody will argue with that.

Progress Meeting of November 11, 1985, pgs. 3 and 4, (emphasis added) (Ex. 1).

In fact, the drydocking revealed deterioration over 66% of the total hull surface (essentially the forward two thirds of the ship). 750 sq. ft. of shell plate replacement had originally been specified. After drydocking, SUPSHIP determined that an additional 509 sq. ft. of plating was mandatory. (A 68%

increase). Further, 144 sq. ft. of additional clad welding (a 480% increase), and 3,200 linear ft. of seam welding (a 458% increase) were required.

Additionally, SUPSHIP found only 160 zincs on the ship, all on the aft one third of the hull. SUPSHIP determined that a total of 465 zincs were required, necessitating the installation of an additional 290 - or more than 19 times the originally specified quantity.

This additional hull work was the major contributor to a one month delay in undocking the ship. However, SUPSHIP did not extend the contractual delivery date. While acknowledging that it was having trouble obtaining TYCOM approval, SUPSHIP nonetheless pressured NMIW to meet the original production milestone dates. SUPSHIP's "vested" interest in winning the public/private competition caused it to press NMIW for compliance with the original milestone dates. In response, NMIW moved ahead with the original production schedule the best it could, making a reasonable business decision to turn the ship over on time, thus mitigating the costly effects of a schedule extension on both the Duluth and the U.S.C.G.C. Storis which was scheduled to drydock immediately after the Duluth.

Originally, the Duluth was schedule to come off drydock on December 20, 1985. NMIW expected to perform the work scheduled for January, 1986 at a wet berthing area directly adjacent to its shop facilities. With the extended drydock period, NMIW was forced to transport its manpower and materials an additional one-half mile each way, severely decreasing

manpower efficiencies (manhours earned compared to manhours worked). Adding to this disruption, was the fact that the wet berth work was now displaced to the limited confines of the drydock area.

Undocking was rescheduled from December 20, 1985 to

January 11, 1986 by NMIW (See NMIW Letter Serial 7500-013 of 23

September 1985, Ex. 1). In response to NMIW's notification that drydocking would be extended to January 11, 1986, Dan Enz, on

September 27, 1985, sent a memorandum to Gene Hulsey stating that he did not feel that there was a problem with physically extending the drydock period (See Ex. 1). In response, Gene Hulsey, on October 4, 1985, commented that the change in planned undocking date of January 11, 1986 would not effect any other milestones (see Ex. 1). However, TYCOM's extenuated administrative practices forced a further extension to February 1, 1986. On December 13, 1985, Jerry McMurry transmitted the following to Dan Enz and Gene Hulsey:

This letter is for information and confirmation of the rescheduling of the undocking milestone for the U.S.S. Duluth from 11 January to 01 February 1986 in order to accommodate the hull repairs, Navy Item No. 110-11-001, Price Proposal Serial No. 1141, (NMIW Item No. 1111-C), "Underwater Hull; inspection and repairs (drydock)", as was previously discussed by the Contractor and the Supervisor. Additionally, several other milestones which follow have been readjusted accordingly.

Other downstream delays, impacts, and potential attendant costs, including costs for rescheduling the project and overhead costs are being evaluated now.

NMIW Serial Letter No. 7500-142 of December 13, 1985 (emphasis added) (Ex. 1). Thus, NMIW reaffirmed its earlier Heads Up item that it was incurring impact costs and that such costs were being assessed.

SUPSHIP was acutely aware that the additional work was causing inefficiency and displacement costs; and although it had been formally advised of such, it nonetheless refused to even discuss such costs during the price proposal negotiations. This is not a situation where a contractor failed to recognize these costs until confronted with a manpower overrun at the end of the project. Nor is it a situation where a contractor realized, but failed to pursue compensation for such costs. It is a situation in which a contractor, concerned with providing quality workmanship on a United States Naval Vessel, undertook a basic work package which was, almost immediately, found to be inadequate. It is a situation in which the contractor recognized what was required to render the ship seaworthy, and merely asked the Navy to pay the fair cost of the work; as the Navy is required to so do by the contract documents. The Navy has flatly refused thus far. However, the Maximum Priced Modification neither included compensation for inefficiency and/or displacement costs nor released NMIW's right to claim these costs now that they have been fully assessed.

The disruption imposed by TYCOM's approval procedure was still evident on December 19, 1985 - the day before the Duluth was originally schedule to come off drydock. The following

statement by Stewart Lloyd at the weekly project meeting illustrates:

And this week's controlling items were getting the new work written that TYCOM has tasked us to write for your estimates. So when we submit the estimates to you or submit items to you, they're only for your pricing and then we ought to get approval from TYCOM before we can do anything. That takes a long time; that's what he was talking about earlier.

Statement of Stewart Lloyd, Weekly Progress Meeting Minutes of December 19, 1985, p. 9.

In that same meeting Dan Enz stated:

I want to just add something for the record. Normally, it's not the policy of SUPSHIP to discuss new work with the contractor prior to authorization and funding by the funding agency; however, the Duluth is an exception to the rule. The reasons is because we've been directed to provide the Contractor with a written spec item prior to the authorization for accomplishment and that's the reason that you'll see in the minutes new work come up over time after time, is because he already has an idea what the work is. It's just for the record.

Statement of Dan Enz, Project Meeting Minutes of December 19, 1985, pp. 10-11.

NMIW's initial position was that the additional underwater hull repair work was beyond the scope of both the Supplemental and Emergent reservations. Gordon Newell originally submitted a price of \$695,261.00 to accomplish this work. This proposal included 20,465 manhours valued at NMIW's forward pricing rate. TYCOM balked and SUPSHIP eventually issued Maximum Priced Modification No. A00013 for \$101,367 worth of materials. The max mod also contained an Emergent reservation debit of 20,465 hours. NMIW actually expended 21,623.5 hours (or 106.5%)

of the max mod hours) on this additional work. A final adjustment incorporating into the contract the actual direct cost hours expended has not yet been negotiated.

In fact, a review of the contemporaneous activities of the parties surround the issuance of this and the other Maximum Priced Modifications, indicates that the Max. Mods. were not intended to be a finalized determination of the cost of the proposed work. Rather, these modifications were issued when the actual cost of the work could not be identified and the work was so necessary that it could not be delayed while the costs were determined. The modifications, essentially, established targets which were to be adjusted accordingly when the actual costs of the work were determined. More importantly, however, is the fact that all of the Max. Mods. addressed only the direct costs of work.

The delay in issuing this modification, along with its mere size significantly affected almost all remaining work on the ship. NMIW should be compensated for this impact.

Modification A00013 consists of two parts. The first part is the Navy's Standard Form 30 with a Continuation Sheet which describes the change as follows:

- 14. DESCRIPTION OF AMENDMENT/MODIFICATION U.S.S. DULUTH (LPD-6)
- 1. The Contract Specifications are modified as specified in the attached Specification Item No. 110-11-001B (1141).
- BLOCK 14. DESCRIPTION OF AMENDMENT/MODIFI-CATION (Continued).
- 2. As there is not sufficient time and/or information in which to negotiate, it is

agreed that as a result of the above change and pending completion of negotiations, a maximum increase in contract pricing is established as follows:

Target Cost: \$ 92,152.00 Maximum Increase Target Profit: \$ 9,215.00 Maximum Increase Target Price: \$101,367.00 Maximum Increase Ceiling Price: \$119,798.00 Maximum Increase

- 3. Manhour reservation for emergent work identified in Section "C" of 40,000 manhours is decreased by a maximum of 20,465 hours to a revised total of 17,381 hours.
- 4. The Contractor shall submit a price proposal (cost and fee) within thirty (30) days after receipt of this modification in accordance with the Changes Clause I-1-52.
- 5. It is agreed that the above change will result in no adjustment in the delivery schedule of the LPD-6.

Modification A00013 (Ex. 3).

The SF30, executed by NMIW on December 18, 1985 and by SUPSHIP on December 23, 1985, references SUPSHIP's Standard Price Proposal Form 4265/1. The 4265/1 attachment identifies the additional hull repair work requested and the specification sections affected by the change. That price proposal form contains the following release language:

The undersigned agrees that the above-specified work will be accomplished at the price stated above, which includes costs of delays and/or disruptions involved in this work and will be completed by the current job order completion date, unless specified above.

Modification A00013, 4265/1 attachment (Ex. 3).

However, no price is indicated on the price proposal form. The form only identifies the proposed work. The "total price" line immediately above the release language is blank. Further, Form 4265/1 provides signature lines for the contractor,

a ship surveyor, the supervisor of ship surveyors, and an authorized government representative. None of these parties executed the price proposal form. Additionally, Box 14 of the Navy's Standard Form 30 appears to incorporate only the contract specifications that are typed out on the price proposal form. It does not expressly incorporate the form itself. Thus, it becomes apparent that the Maximum Priced Modification was intended to establish, at most, an upper limit on the direct cost of the additional work. Furthermore, the Maximum Priced Modification, as executed, clearly does not release NMIW's subsequent claim to inefficiency and displacement costs particularly since SUPSHIP was on notice that NMIW was currently assessing impact costs.

There are two reasons why the unexecuted price proposal cannot operate as a release of NMIW's claim for impact costs. First, there is no clear indication that the proposal was intended to release such claims. The release language expressly requires an authorized signature. The fact that no signature appears, not only defeats the requirement of the clause, but also raises the inference that none was intended. Secondly, the contemporaneous activities of the parties demonstrates that they did not negotiate inefficiency and displacement costs. In fact, Line Item 2 of the modification states that there was not sufficient time and/or information in which to negotiate at all.

NMIW has not released its claim to recover these added costs resulting from the additional underwater hull repair work performed at the Navy's request. Rather, it put the Navy on notice that inefficiency and displacement costs were being

evaluated and would be claimed at a later date. Those costs have now been identified and are enumerated in the Methodology section of this submittal.

### D. Growth Work Administration - Impact Costs

The major growth item that displaced NMIW's scheduled performance and imposed labor inefficiencies was the additional underwater hull work. The direct costs associated with this work were discussed in the preceding subsection. This subsection discusses the labor inefficiency and schedule displacement costs attributable to the additional hull work and the resultant drydock extension.

The extended drydock period, resulting from the additional underwater hull repair work, directly or indirectly affected some 66 separate work items scheduled throughout the remaining life of the project. See Schedules 1 and 3. The methodology section of this Request tracks these overruns as they resulted from the extended drydock period and the changed sequence of work necessitated by TYCOM's delayed approval of the work.

TYCOM's extenuated approval practices caused an ongoing disruption and were not confined to the underwater hull repairs as the following conversation clearly shows:

LCDR. TURPEN: Jerry, how many pumps do they

plan on doing per day?

MR. MCMURRY: I don't know. Will find that

out and give you that

information.

Okay feed pumps in general, the other one is 1-A turbine, and I'm not sure yet we have an answer from the Ty Commander.

MR. LLOYD:

We don't have an answer from TYCOM.

MR. MCMURRY:

Am I too bold to ask if there will be an answer sometime soon?

MR. BROWN:

When there is, you will hear.

MR. LLOYD:

When we get an answer, you'll get one, Jerry. That's about the best we can do for you.

MR. NEWELL:

Contractor is presently in the process of putting together drop dead dates for all the new work, TYCOM new work stuff. That drop dead for feed pump 1-A turbine is rapidly approaching, if it hasn't passed, in my opinion, and you'll have that in your hands by tomorrow.

MR. ENZ:

You're going to have a single letter --

MR. NEWELL:

That lists all new work that's out there, both estimated and unestimated drop dead.

MR. ENZ:

How are you going to do that, Gordon, if you don't mind my asking? Are you going to show by impact?

MR. NEWELL:

Impact and overtime.

MR. ENZ:

That would be above what you approached me on that one?

MR. NEWELL:

Any additional, any estimates, I'll let you know right there.

CDR. LOUDEN:

I'd love to show the Ty
Commander what his process is
causing us.

MR. MCMURRY:

I believe that Gordon's process will demonstrate fairly graphically the issue you're talking about. We intend to make it so.

Project Meeting Minutes of January 23, 1986, pp. 6-8, (emphasis added). (See Ex. 1).

The referenced serial letter, NMIW No. 7500-190, was transmitted to Dan Enz the following day - January 24, 1986 (See Ex. 1). Drop dead turn on dates for 15 outstanding price proposals were established. By this date, there was no doubt in anyone's mind that NMIW was incurring impact costs and schedule delays, yet SUPSHIP would not respond to such impacts in its Class "F" estimates, nor would it negotiate the same with NMIW. Having not released its right to claim such costs, NMIW submits its request for such compensation now.

In addition to the impact costs caused by the extended drydock period and TYCOM's extenuated approval practices of changes, the continued issuance of change orders late in the project caused NMIW to incur further inefficiencies and displacements. The preoverhaul agreement reached between SUPSHIP Seattle and TYCOM stated:

- b. COMNAVSURFPAC agrees to the following:
  - . . . (4) New Work:
- after the 50% point of elapsed duration of the overhaul except for work which is required to insure safety or that which would result in C-3/C-4 CASREPS if not accomplished, or that which is designated to be mission essential, in writing, by the officer signing the agreement for COMNAVSURFPAC. Authorization of new work after the 50% point may result in a requirement for an extension of the overhaul duration.

See SUPSHIP Letter Serial 609-7281 of September 4, 1985 (See Ex. 1). However, it wasn't until the 75% review conference that the restraint on changes was implemented:

#### 11. NEW WORK STATUS:

A. TYCOM HAS TAKEN ACTIONS ON ALL NW [NEW WORK] REQUESTS TO DATE. HENCEFORTH, NW MUST MEET THE CRITERIA OF RESULTING IN C-3/C-4 CASREP UPON OVHL COMPLETION OR SAFETY RELATED ITEMS TO BE CONSIDERED FOR INCLUSION INTO THE OVHL WRK PKG.

See SUPSHIP Seattle Joint Message Form, 231857Z of May, 1986, pg. 12 of 12. (See Ex. 1). Thus, while SUPSHIP and TYCOM had agreed to minimize additional work beyond the 50% point of the overhaul, TYCOM continued to request and approve new work. Even after the 75% review, TYCOM continued to request and authorize new work (See Schedule 6). This late authorization of new work imposed upon the contractor additional inefficiencies and displacement in attempting to meet the contract delivery date. Additionally, because NMIW was only being paid for the direct scope of work, these late displacement costs caused NMIW to incur inefficiencies that they have not been compensated for. NMIW is entitled to be compensated for the inefficiencies of these late change orders.

# E. Ship's Force Actions That Impacted NMIW Overhaul Efforts

As in the case with every Navy ship that undergoes a yard overhaul period, the DULUTH's Ship's Force was to accomplish a quantity of work <u>not</u> included in the NMIW contract. The scope of this Ship's Force work was not provided to NMIW prior to the ship's arrival. Thus, a proper attempt at (1) resolving Ship's

Force/contractor schedule interferences and/or (2) planning timely schedule support requirements, could not be accomplished. As discovered by NMIW upon ship arrival, it appeared that DULUTH Ship's Force was unprepared and did not have a grasp of the scope of work they were to perform during the yard period. Consequently, they had no detailed schedules with which the ship and the contractor could identify and resolve costly interferences between the two work forces.

Shortly after the award of the DULUTH contract, NMIW learned that there was a significant amount of system and equipment work to be accomplished by the Ship's Force during the overhaul. At an August 26, 1985 meeting, Dan Enz, the Supervisor of Shipbuilding's Project Officer for the DULUTH overhaul, told NMIW that DULUTH had a large SFOMS package (See J. McMurry's meeting notes of August 26, 1985, Ex. 1).

Prior to the arrival of DULUTH for the start of its availability, NMIW Project Manager J. McMurry prepared and issued a memo to all NMIW personnel key to the ship's overhaul. This project memo was issued to provide a check list of activities and assignments of responsibilities in preparation for the ship's arrival and conduct of the overhaul work. The memo demonstrates that NMIW recognized that the coordination and integration of work through thorough preplanning was critical to the success of the project. Included in this memo is specific reference to Ship's Force work (SFOMS) and the assignment of NMIW Personnel responsible for working with Ship's Force to plan and integrate SFOMS items (See J. McMurry Project Memo of August 28, 1985. Ex.

1). Although NMIW had no contractual requirement to preplan and integrate Ship's Force work items, they actively attempted to do so with the knowledge that it would prove to be cost effective throughout the overhaul.

Thus, as the R.O.H. was beginning, both SUPSHIP and NMIW attempted to plan for the integration of the Ship's Force package, even though NMIW had no contractual responsibility to do so. SUPSHIP, as contract administrators, advised COMNAVSURFPAC (TYCOM) that the ship's Force work package was necessary for integration into the major milestone and contractor schedules. As a September 4, 1985 letter from SUPSHIP establishing a pre-overhaul agreement states:

- a. The Supervisor agrees to the following:
  - (3) To coordinate Ship's Force work with Contractor's internal milestones (drydock, LOE, dock trials and sea trials).
- b. COMNAVSURFPAC agrees to the following:
  - (2) To provide funding as requested by the Supervisor in a timely manner so as not to delay or disrupt the production work and/or overhaul for the:
    - (a) Award Price.
    - (b) Planning Estimates.
    - (c) ECO (Growth).
    - (d) GL&M.

(e) Approved new work.

(4) New Work:

- (c) Not to approve new work after the 50 percent point of elapsed duration of the overhaul except for work which is required to ensure safety or that which would result in C-3/C-4 CASREPS if not accomplished, or that which is designated to be mission essential, in writing, by the officer signing the agreement for COMNAVSURFPAC. Authorization of new work after the 50 percent point may result in a requirement for an extension of the overhaul duration.
- (5) To ensure that work assigned to Ship's Force by COMNAVSURFPAC is within the Ship's Force capability and capacity.
- (6) To monitor ship manning level with respect to capability to support HM and E testing and combat system testing. To provide, as necessary, temporary augment from available resources or request CINCPACFLT manning control authority assistance in filling Navy Manning Plan (NMP) shortfalls.
- (7) To ensure that Ship's Force work and IMA work complete in accordance with SUPSHIP schedule.
- (13) To provide the Ship's Force work package to the Supervisor at least two weeks prior to start of the overhaul in order for the Supervisor to integrate the work into the Contractor's internal milestone schedule.

SUPSHIP Letter Ser. 609-7281, dated September 4, 1985, (Emphasis added). (See Ex. 1\_). Neither SUPSHIP nor Ship's Force lived up to this agreement.

In an attempt to minimize schedule interferences with Ship's Force work and identify specific NMIW Production schedules to the ship for use in their planning, the contractor provided copies of his contract specifications, detail GANNT bar charts of each of his work items, major milestone schedule, and critical path items to the DULUTH's designated SFOMS coordinator (the First Lieutenant) on September 9, 1985. On the same date, the contractor requested a copy of the ship's SFOMS package for purposes of identifying items that conflicted with NMIW overhaul The contractor was told that detailed information of ship's work items and schedules for accomplishment were not available at that time. In fact, it wasn't until after October 10, 1985 that the contractor got a look at the first cut of a preliminary listing of Ship's Force work items and schedules. This is confirmed in a discussion at a weekly progress meeting in which the following was stated:

MR. CHUMLEY (NMIW): SFOMS business is up and moving. In that trailer they (Ship's Force) have the ability to crank out of our computer all the things that are necessary. I will have tomorrow my copy to start work with officially.

MR. ENZ (SUPSHIP): I'm sorry. For the minutes, when he's saying his copy, he's talking about his copy of the SFOMS package.

Progress Meeting of October 10, 1985, page 21. (See Ex. 1). It was obvious that a major work effort was required of the Ship's

Force. This was reiterated again by Mr. Enz at the same progress meeting where he stated:

We all realize the tremendous amount of work to be accomplished by Ship's Force, and not only on valves but in other areas.

Progress Meeting of October 10, 1985, pg. 21. (See Ex. 1).

During the first half of the ship's availability period, the Ship's Force did not do an adequate job of identifying ship's work or developing a detailed plan of when the work was to be accomplished even though they were in a position of superior knowledge and had the ability to do so. In addition, there was an apparent lack of command emphasis on the progress and completion of repairs to equipment and systems which were critical to the success of the contractor to make key overhaul milestones. On October 17, 1985, the contractor initiated a report to the Supervisor of Shipbuilding that expressed concern over continuing Ship's Force work scheduling problems and that a lack of support to this effort might impact contractor work:

### SFOMS REPORT

- 3. NMIW SFOMS Coordinator is presently working with DULUTH Ship's Force Work Center Supervisors, division by division, to integrate SFOMS and contract facility work packages and promote better understanding of how SFOMS fits into and impacts on the ROH.
- 5. The confidence level of the work center supervisors in the SFOMS system as the administrative driving force to accomplish a successful overhaul could be considered moderate at this time. The working understanding of the crew of the system is about the same level as their confidence in

the system. The Ship's Force work scheduling has been done up to this time using "best guess" technique, but with tools provided during the sessions with NMIW SFOMS Coordidnator, the scheduling process should be more realistic and should reflect more accuratenly the amount of work that can be done during the ROH with realistic time parameters to accomplish same. Effective scheduling Ship's Force work using the information provided during the sessions should greatly reduce the possibility for interference with Contractor work.

#### See Ex. 1.

In a weekly progress meeting shortly thereafter, Mr. Chumley and Mr. McMurry of NMIW stated:

MR. CHUMLEY: Yesterday I had my weekly meeting with the SFOMS coordinator on the ship. The SFOMS package is improving; however, there are still a couple three work centers that have done basically no scheduling of their jobs. There was provided, at yesterday's meeting, a partial list of Ship's Force jobs that were critical to undocking. I was promised the next week I would have a list of those Ship's Force jobs that were critical to undock, LOE. And the other major milestones, and so that's where we stand today.

MR. McMURRY: In amplification of Ray Chumley's comments, we will, in the next week, do a complete review of our Schedules H, M, and E, leading to the LOE, drydock items, combat systems items. And we are integrating the input from Ship's Force into it to take a look at what we can do better as a team. So that's one of our concerns, is making sure we have complete schedules to take a look at.

Progress Meeting of November 14, 1985, pages 12 and 13. (See Ex. 1).

In fact, it wasn't until a month and a half later, in January, 1986, that the Ship's Force provided the Contractor with

a sufficient identification of SFOMS work items critical to the overhaul's major milestones.

In addition to the Ship's Force not providing the Contractor with key information that would allow both work forces to accomplish their respective work packages more efficiently, the Ship's Force did not pursue timely completions of LOE items in support of the contractors milestone requirements. In Jerry McMurry's "Heads Up List" of November 18, 1985, he expressed NMIW concern on lack of Ship's Force progress on LOE related SFOMS work and their lack of good plans for successfully preparing for LOE:

# 7. Schedules and Work Leading to LOE

Contractor's evaluation is that successfully passing LOE the first time is in serious jeopardy due to the following general areas:

a. Progress of Ship's Force on LOE related SFOM work and lack of good plans for LOE preparations.

(See Ex. 1).

On November 21, 1985, the Supervisor's LOE coordinator called a meeting with the Ship's Force Engineering Department officers and chiefs to express his concern that the rate of progress of Ship's Force work at that time continued under the existing lack of personnel and supervision would make attainment of LOE milestones unlikely. In fact, a telcon recorded on that date stated:

There seems to be some problem areas for LOE. The IMA dates are not falling into support LOE and SFOMS work is behind. LOE may be in jeopardy.

Conference telephone conversation between SUPSHIP Seattle on-site rep. and Commanding Officer U.S.S. Duluth, TYCOM Rep. Cdr. Green and TYPE Desk Office Lcdr. Lowe on 21 November, 1985 (See Ex. 1).

In Jerry McMurry's project notes from a meeting with Dan Enz on December 9, 1985 in preparation for the contract's 25% Review Conference, Enz is quoted as stating that "SFOMS is a problem". (See Ex. 1).

Furthermore, a formal evaluation of progress of Ship's Force work items was submitted by the Contractor for the 25% Review Conference to advise the government of progress and concerns. An excerpt from the evaluation report stated:

#### SFOMS REPORT

- SFOMS got off to a slow start during the first weeks of the overhaul. Therefore, it has been difficult through the first 25% of the overaul for the Contractor to accomplish the tasks of:
  - (a) Identifying Ship's Force work which could conflict with Contractor's work schedule.
    - (b) Identifying Ship's Force work that impacts on major milestone dates.
    - (c) Initiate changes to Ship's Force work schedules to minimize interference with Shipyard work.
- Recent strong efforts by Ship's Force have resulted in effective scheduling to meet key milestone dates, in identification of jobs critical to meet major milestones such as undock, LOE, Ship's Force move aboard, and in closer tracking of pieces of equipment at outside repair facilities such as IMA and NAVELEX.
- 3. Due to the above, Ship's Force work has fallen somewhat behind schedule. Some work centers are on track, while others

have problems with schedule, time, and manpower sufficient to meet requirements.

Of particular concern is Ship's Force ability to meet LOE requirements due to lack of available manpower resources and the ability to accomplish the very large scope involved in LOE preparations. Insulation, space preparations and preservation, and valve repairs are of particular concern along with the ability of Ship's Force to obtain timely service from IMA facilities to get equipments overhauled satisfactorily and returned in time to meet milestone dates. A complete re-evaluation of LOE schedules and LOE items by the Contractor, Supervisor, and Ship's Force, as a team, is necessary in order to re-establish LOE momentum and schedules.

25% Review Conference of December 10, 1985, SFOMS Report. (See Ex. 1.

After the ship's 25% overhaul completion conference, the Ship's Force became aware of the criticality of their work items to the support of the ship's contract milestone schedule. This became apparent to them as the frequency of interferences with NMIW work was increasing and as they began to appreciate the time spans required to accomplish their work items. Interferences and costly delays in completing scheduled work were experienced by both the contractor and Ship's Force. Interferences and delays resulting from Ship's Force repair work that conflicted with formally scheduled NMIW contract work required the contractor to accelerate his efforts in order to maintain his completions in support of both LOE and topside milestones.

Upon the arrival of DULUTH's new Commanding Officer in February of 1986, command attention, Ship's Force action toward their work requirements, and support of contract milestone

schedules were noticeably improved. This improvement in support of the overhaul period milestones, however, came too late. NMIW experienced delays, work arounds and rework costs as a direct result of the previous mis-management and lack of coordination of the SFOM's work package. SUPSHIP and Ship's Force failed in their responsibilities as outlined in the pre-overhaul agreement. This failure clearly hindered, disrupted, and delayed NMIW. The Navy had a duty to facilitate the scheduling and coordination of the Ship's Force work with the work required of NMIW. It failed to coordinate the two packages.

Examples of other impacts incurred by NMIW as a result of the DULUTH's Ship's Force are as follows:

A member of Ship's Force was sent to the NMIW machine shop to witness the satisfactory surface contact of valve discs and wedges to valve seats. A member of the Ship's Force was utilized for these inspections because the large quantities of valves being repaired would have required a supervisor's inspector to spend a significant part of each day in the shop during a two month period of high activity.

The individual provided by Ship's Force to inspect disc/wedge to seat surface contact in the repaired valves was not familiar with repair specification accept/reject criteria. In many instances, this individual would not accept as satisfactory, valves that were repaired in accordance with the contact specifications. Rejection of satisfactorily repaired valves was based on inspection criteria not specified by the DULUTH contract.

2. When an admiral visited DULUTH while she was moored at Berth 304 after her dyrdock period, the Ship's Force gangway watch halted and prevented all NMIW personnel and subcontractors from boarding the ship. This occurred at the beginning of the after lunch work period on day shift. NMIW and subcontractor personnel were advised that they would not be allowed on board DULUTH until after the conclusion of the admiral's tour of the ship. A large number of NMIW craft people and the employees of at least one subcontractor milled around pier side awaiting access to the ship. Numerous

craftsmen returned to their respective shops in frustration. Access to the ship was permitted after 30+ minutes had passed. However, substantial impact to the afternoon's work occurred as a result of this disruption.

- Ship's Force personnel were not available to operate ship's equipment for scheduled tests. This situation occurred on several occasions as a result of the Commanding Officer statement that personnel urine samples for a drug testing program were to take priority over all Ship's Force work. This action caused rescheduling of several equipment/system tests and contractor and Supervisor personnel to later dates during a time when system completions in support of upcoming milestones were critical.
- 4. Ship's Force disrupted the Contractor's bilge preservation work and subsequently caused NMIW increased costs in rework when ship's personnel applied an incorrect paint coating to areas of both main machinery spaces that were the responsibilty of the Contractor. Although the Ship's Force ultimately removed the incorrect coating and cleaned up the resultant debris, NMIW was caused to re-prepare structural surfaces and re-apply correct primer coatings. See Notes of December 3, 1985 from Daily Diary of J. Sandstrom. (Ex. 1).
- 5. When members of Ship's Force were performing Fire Watch duties utilizing fire extinguishers provided by NMIW, they frequently would not return the extinguishers to a holding area at the ship's quarterdeck. This act regularly caused production hot work delays when Fire Watches did not have required fire extinguishers readily available. See notes of February 12, 1986 from Daily Diary of J. Sandstrom. (Ex. 1).
- DULUTH Ship's Force impacted the Contractor's testing program on numerous occasions through incomplete system work and lack of preparation for officially scheduled tests. The diary of production coordinator J. Sandstrom includes numerous entries documenting specific Contractor delays caused by Ship's Force. The inability to chlorinate the ship's potable water tanks, multiple delays in testing the lA/lB Air Conditioning plants, and the No. 2 Emergency Diesel Generator are typical examples of impact to NMIW. See notes of March 4, 13, and 17, 1986 from Daily Diary of J. Sandstrom. (Ex. 1).
  - 7. Ship's Force impact to the Contractor also took form in removal and scrapping of construction materials to be

used for specification work items. At other times, NMIW equipment was removed from active work sites on board the ship thereby disrupting Contractor production efforts. See J. McMurry letter to the Supervisor of Shipbuilding, dated March 21, 1986. (Ex. 1). See also, Progress Meeting Minutes of May 1, 1986, page 17. (Ex. 1); U.S.S. Duluth Memorandum of 24 March 1986 (Ex. 1); and U.S.S. Duluth Memorandum 9000 Ser 29/ undated (Ex. 1).

The Contractor had planned to complete work on specification work Item 433-11-001 by March 31, 1986 8. with the support of 40 government furnished "IMC" announcing system speakers. The government converted these speakers to contractor furnished material by contract modification on April 30, 1986. Subsequently NMIW ordered and received the required speakers by May 8, 1986. When the Contractor proceeded to install the speakers as anticipated, the Ship's Force stopped him and required installations to be accomplished on a backshift and in a piecemeal fashion in order that the Ship's Force use of the "IMC" system would not be disrupted during their daily routines. displacement and inefficiencies caused by the Ship's Force in this matter were not reasonably expected by the Contractor nor were they priced in the contract modification converting the speakers from GFM to CFM. See Problem Description Sheet for Specification Item <del>433</del>-11-001. See Schedule 3.

The lack of a reasonable effort on the part of the government to integrate the Ship's Force work with NMIW's work schedules, and its failure to eliminate and/or minimize adverse impact, increased the contractors' project costs. While sufficient documentation and contractor knowledge substantiate the occurrence of ship-wide delays, work arounds and rework caused by Ship's Force, it is impossible to calculate with exactitude the actual cost impact to NMIW. Where specific examples of Ship's Force caused interferences and/or rework could be directly tied to an individual contractor work item, the impact to the item has been calculated and documented in the Methodology section of this submittal. For other impacts,

estimates have been made based upon the number of personnel affected and the period of time of disruption. These impacts are identified and calculated in the Methodology section as well.

## F. Electronics Ship Alteration Work Package

The electronic's ship alteration package, Item 440-90-001 as outlined in Specification Section 3.4, combined eight major communication system alterations into one work item. In fact, the alteration package comprised the single largest work item for the entire overhaul of the U.S.S. Duluth. In order to combine the eight various system alterations into one work package, the specification directed the contractor to integrate 211 primary reference drawings and technical manuals from the eight various systems into one work item. Thus, instead of designing a fully integrated electronic system, the Navy placed the burden on the contractor to cross reference, integrate, and face the problems of 211 drawings and technical manuals of eight individual systems.

The Navy did not attempt to design one electronic system even though the same alterations on other Navy vessels proved that numerous design errors existed. Although the Navy had superior knowledge of the problems that existed with this work item, the Navy made NMIW attempt to comply with a severely defective design package. The maze of confusion and complexity of cross referencing and attempting to interpret and integrate the 211 references without any other instructions, guidance, or engineering to detail the work scope actually intended caused

NMIW to incur substantial additional costs that could not be planned for or anticipated when bidding this portion of the work.

When NMIW began the work package, it soon became obvious that the specification was lacking in the detail necessary to properly install and test the total electronics package. To correct the numerous problems in the integration of these drawings, approximately 50 ADCN's were issued from SUPSHIP engineering memorandum (See Ex. 5), and the work scope of the alteration package grew by 28.5% through the issuance of 32 change orders. These change orders were issued by SUPSHIP to correct the lack of detail, discrepancies, and the inability to adequately integrate the systems per the reference drawings. However, NMIW has incurred additional costs in the installation of the electronics package for which it has not been compensated for.

NMIW has performed additional work beyond what they have been reimbursed for by the 32 change orders in order to install and complete the electronic ship alteration work item. The costs incurred by NMIW include not only defective design problems, but late GFM interferences and delays in resolving design errors.

A detailed analysis of the problems with the electronics package installation is attached as Exhibit 4. This analysis indicates the design problems encountered by NMIW for which it has not received change orders. Schedule 3 indicates that NMIW originally bid 13,143 manhours to accomplish this work item. Through the 32 change orders, the bid plus growth manhours which NMIW received compensation equalled 16,985 manhours.

Additionally, by a re-evaluation of the original bid specification and analysis of the work performed by NMIW, it has been determined that the work package was underestimated by 4,747 manhours, as a re-evaluation identified several pieces of equipment that were not included in the original bid for installation. The remaining manhours, deducting for NMIW's own problems, accounted for 13,537 manhours for which NMIW has not been compensated. Exhibit 4 identifies the major items which attributed to this additional cost.

As described above, when NMIW began its work on the electronic ship alteration package, it soon found that errors and omissions existed when attempting to cross reference the specified drawings. Test problem reports, Nos. 1 through 7, dated September 24, 1985, identified problems with the identification of the RD-397, AN/UYK-20, AN/SRA-38, AN/USH-26, AN/UGC-6, AN/UGC-20, and TT-624V. As NMIW stated on these problem reports:

Test number does not cross reference to new, number using limited information available.

#### See Ex. 1.

Another example of the problems in integrating the references existed in the radio room. The new configuration plan specified a high-level black/high-level red installation. However, another reference, Mil-Std 1680B, pg. 14, states that when ships undergo a major rip-out, reinstallation shall be low level red. In order to correct this conflict, several speed letters were sent, as indicated in Exhibit 1. Although the

problem was identified on or about December 11, 1985, it wasn't until January 21, 1986 that a response was received from NAVSEA:

Reference A requested resolution of the conflict between Reference B requirements and LPD6 Shipalt Plans specifying a high-level installation of secure processing systems. Reference B states that the installation should be low-level red, which intentionally falls short of a mandatory requirement.

All other LPD-class ships receiving these shipalts (LPD-360DK, 377K, 515K, 516K, and 653K) have utilized high-level equipments. Low level installations are preferred from a tempest perspective, however, the installation of high-level systems on LPD-6 is acceptable.

See Ex. 1. This small discrepancy between two referenced specifications is indicative of the overall problems that NMIW faced. Six weeks were necessary to resolve just this one problem that existed in attempting to integrate the 211 drawings. In fact, it became a standard procedure for NMIW to seek clarifications on almost a daily basis from SUPSHIP. As a "Heads Up List" of February 3, 1986 states:

(1) Design problems in the radio transmitter room and associated rework has caused delay in some testing requirements.

#### See Ex. 1.

During the February 6, 1986 Progress Meeting, the topic of design problems and lack of correction from previous shipalt packages was discussed:

MR. MCMURRY: Item No. B, which is 440-90-001, which is the electronics/comm alt, we've had considerable design problems and we've had a lot of help out of the government getting it resolved. We had some problem on it. We had some delay to the testing program that affect the completion dates, but it is an item of concern because we have quite a bit of work to overcome some of the design problems

in that area. The concern with that item is there probably are some more problems. The DENVER experienced a lot of problems. It appears like the lessons learned on the DENVER have not been fed back into the plans and into the drawings and into the information and I suspect we're going to have more. And if we run into more, we'll appreciate all the help we can get to get them ironed out and it's going to happen but that's a big ship alt and there's a lot of stuff to complete, and so we're concerned with that.

MR. ENZ: In response to that, I understand what you're saying, Jerry, and we appreciate the Contractor's concern in that area. I had our engineering respond to those problems in the communications center the same day in which they arose, and we'll continue to do that in support of the Contractor's production.

See Ex. 1, pages 9 and 10.

The 50% Conference on February 11, 1986 contained the following report on the condition of combat systems:

Now that Contractor is into hook-up stage of the overhaul, we are encountering many print discrepancies which, in some cases, have slowed production. Contractor has made many corrections to the drawings and with the cooperation of SUPSHIP Engineering most of these problems are being resolved daily.

See Ex. 1, page 5.1.

However, not all problems could be resolved by SUPSHIP expeditiously. NMIW's cost performance report of March 3, 1986 stated in regard to the electronics package:

This group shows behind schedule. This condition exists because of the slippage of schedules beyond original schedules due to growth work and design problems that have been experienced to date.

See Ex. 1.

The schedule slippage became a topic in the March 27, 1986 Progress Meeting:

Castroni, have some comments on electronic work?

MR. CASTRONI: Okay. In some of the combat systems meetings I indicated that I didn't think we were where we should be in the overhaul in order to achieve some of the test sequence networks and also to support some of the people that we are bringing in like NAVALEX. We did bring in NAVALEX this week for antenna couplers and for teletype. there was a feeble attempt by them to do as much as they could to groom the equipment; however, it was lacking in some areas. have some problems in the switchboard, and the teletype man left yesterday; all of them, in fact, left yesterday. So we're really not where we should be as far as meeting some of the schedules that we have set up to bring people in.

We had scheduled crypto repair facility to come in next week; however, we're not ready for that and we're going to have to reschedule that again. And that has been brought up at the combat systems meeting several times. And I think to alleviate a lot of this, we should have a satellite meeting, possibly bring it up maybe at the combat systems meeting, and have a contingency plan how we are going to meet these schedules that we have because, once we start slipping here, we're going to slip somewhere else.

And I don't know whether it's possibly no manning. I think that the Contractor and also the subcontractor have both worked overtime on this; however, we have to come up with some kind of a solution. And I do know that the Contractor and subcontractor out there on the ship has done a great effort. People that I do see out on the ship are working and so we've got to come up with some kind of a plan.

See Ex. 1, pages 13 and 14.

Other examples exist of the problems with the referenced drawings and need for clarifications. SUPSHIP Boston provided an

on-site representative to provide technical support and revised arrangement drawings to facilitate radar repeater installations. As an April 3, 1986 speed letter states:

The purpose of this message is to advise on Supship Boston's Plan of Action (POA) to support subject equipment replacement as requested by Reference (A).

Supship Boston on-site rep (S. Fontaine) currently providing technical support for equipment replacement including wiring interface data and foundation modifications. Supship Boston to provide revised CIC arrangement drawing for record purposes about 4 April 1986.

Plan noted by Para Two should adequately cover all technical information required to complete the radar repeater replacement.

### See Ex. 1.

Thus, in order to proceed with the electronic's ship package, NMIW required continual support from SUPSHIP Seattle and other government facilities in order to resolve the problems with the defective drawings and specifications. As the April 10, 1986 Progress Meeting states:

MR. MCMURRY: Yeah, one concern that deals with combat systems is the late turn on of Revision B and Revision C modifications of the cabling on the WSC-3. I think it was unavoidable and we're going add it as rapidly Really, the real concern is, is there anybody else out there between 921 and other places that might know about the communication installation on this class of ship that are modifications that we haven't heard about? And that's a rhetorical question because if we knew it, we'd be working on it. But very definitely that impacts testing and those kind of things. I've asked PacOrd to work over the weekend. We've been given authority to do that and we will work PacOrd however necessary to get caught up on it.

MR. LLOYD: Jerry, I didn't know anything. We're talking to you before we ever get a piece of paper out, so we're not tring to sandbag you or anything. We're doing our best and we give you heads-up notice when we get things like this, but this is a first time alt for this class of ship so everybody is learning from this.

MR. ENZ: Jerry, one other thing on that, I just want to say that we have taken steps to assist in the installation of this as much we possibly can. I have contacted SupShip Boston which, as you know, is the design agency, and we've requested that the electronic design rep from Boston, on site rep, stay another month to assist us in these communcation combat system alts that have been real difficult connecting because of these type of problems, and he will be back in a week. He's gone this week, but he'll be back the week after next for another month.

<u>See</u> Ex. 1, pages 14-16. However, as stated above, NMIW has not been compensated for all of the effort necessary to install the electronic's ship alteration package.

The problems that NMIW has identified in Exhibit 4 are further examples of the Navy's attempt to force the contractor to integrate 211 drawings instead of adequately redesigning the alteration package. Cable lengths shown on the drawings and bill of materials were significantly shorter than required on the vessel. NMIW submitted condition report Nos. 942, 950, 951, and 992, however, the Navy denied that any change order was entitled to NMIW. The Navy cited General Notes 5 or 8 on each reference drawing which stated that the cable lengths were approximate, and actual lengths would have to be determined at the time of installation. Thus, the Navy's drawing attempted to lay out the routing of the cabling, identify the lengths necessary on the bill of materials, and then through the general notes disclaim

any error in the cable length information. NMIW reasonably relied on the drawings and bill of materials to determine the cable lengths. The Navy cannot disclaim its liability or the significant design defects in the cable lengths by such a general note. Additionally, SUPSHIP Engineering Memorandum (See Ex. 5) states that in other instances where cable lengths wre too short, CDN's were issued to compensate NMIW for its increased costs. Thus, in one instance SUPSHIP acknowledged that a change for the defective specification was required and in another instance denied such a change.

Other design defects included foundation drawings that did not match the transformers that were required to be installed in the communication center. Interferences with existing ventilation ducting and structures were also a design defect when NMIW attempted to install the equipment in accordance with the referenced drawings. Foundation and equipment racks for the radio transmitter room were also not designed on the reference drawings to match the equipment configurations. Design defects also existed in lighting layouts for the transmitter room. Finally, NMIW was required to remove and reinstall various pieces of equipment that were not specified, or were specified to be removed but not re-installed. In summarizing the electronics alteration package, NMIW's subcontractor PACORD stated in a June 27, 1986 letter to SUPSHIP:

4. Following are the lessons learned during the U.S.S. Duluth overhaul.

\* \* \*

The electonics shipalt design guidance was generally inadequate for both physical layout and electrical hookup. The drawings contained errors and inconsistencies which caused production delays and unnecessary expenditure of funds. The design activities must be encouraged to increase the quality of the shipalt guidance package before it is issued.

<u>See</u> Ex. 1. Additionally, repairs were necessary even after the ship left NMIW because of design errors in the shipalt package. As a SUPSHIP appropriation form dated July 1, 1986 states:

1. Confirming reference A; increase funding by \$961.00 for extended time for crypto installation, testing and checkout due to multiple errors in government referenced drawings.

#### See Ex. 1.

In addition to the design defects described above, late delivery of GFM also impacted the electronic ship alteration package. Late GFM included control units, antenna couplers, mounting racks, receivers, hand sets, and secure radio equipment. These problems became the subject of several telephone call memorandums, speed letters, and status reports. One of the initial GFM problems that arose was the delivery of special purpose test equipment necessary for testing of the electronics equipment. As an October 25, 1985 SUPSHIP telephone memorandum states:

Only eight sets of SPTE are available on West Coast. May be some problem in acquisition.

See Ex. 1. This telephone conversation was followed up on October 27, 1985:

Call placed to reserve and request special purpose test equipment for U.S.S. Duluth (LPD-6) for checking external communications.

A. Mr. Shaffer said the Duluth is not on his list for ships receiving the special purpose test equipment. He will have his supervisor, Mr. Hoch call me.

### See Ex. 1.

Beginning in November, 1985, the electronics GFM began to become a visible problem area. As Mr. Lloyd stated during the November 14, 1985 Progress Meeting:

GFM still a problem . . . and electronics, I guess, is another big item. Ship alt missing material.

See Ex. 1, page 4. On November 19, 1985, SUPSHIP's surveyor's weekly status report identified GFM problems with the SPS-10, SPS-40, radar antennas and Tacan antennas. As a result of the problems with the electronics ship alteration installation package, the surveyor commented:

Contractor is setting stage to move start dates of combat system testing backing by 75 days.

#### See Ex. 1.

The problems with defective design, problems with unavailable test equipment, problems with late GFM caused NMIW to re-evaluate the start of testing. During the 25% Conference, NMIW reported on December 10, 1985, on combat systems:

We have no delivery dates as yet for some GFM. These items are being expedited by SUPSHIP and we are assured there will be no problems involving scheduling. However, the later this equipment arrives the more impact it will have on installation and testing.

The Stage 3 testing date has been adjusted to 15 March 86 from the original schedule of 13

February 86 which is a much more realistic date.

See Ex. 1. Problems continued as indicated by a December 17, 1985 SUPSHIP speed letter:

Original completion/delivery date of subject coupler requested was 15 December 1985 to support production effort and interfacing of electronics ship alts . . .

Reference A discussed procurement of critical equipment required to complete IMA overhaul of AN/SRA-60. . . .

Request Priority Level 03 be instituted to avoid adverse impact/disruption and potential delay claims of electronic ship alts and combat systems integration test.

## See Ex. 1.

GFM problems continued, however, as indicated by the following speed letters:

In response to Ref. A the following information is submitted:

A. Requestion N65584-5346-7980, 8 each capacitors, variable, 9N 5910-00-139-2031 has been upgraded to Priority 03.

C. Latest requirements to satisfy overhaul completion is 6 each variable compacitors, 2 each center shafts P/N 14C0523H01 and 4 each center shafts P/N 14C0529H01.

All possible sources being investigated.

Speed Letter dated December 23, 1985. See Ex. 1.

Qty (1) AN/SRA-57 Multi Coupler urgently required for completion of ship alts 605K in U.S.S. Duluth LPD-6. Per Ref. (C), SPCC holds Priority 03 . . . under back order . . . therefore, request you take expeditious action to refurbish unit from CG-10 to fill LPD-6 ship alt requirement.

Speed Letter dated January 15, 1986. See Ex. 1.

IRT Ref. A, Ref B advised material not yet received for repair at Navelex Portsmouth. Upon receipt of material, Ref. C repair will take an est. 2-3 weeks if unit has field changes.

Speed Letter dated January 17, 1986. See Ex. 1.

Two HNF-2A kits . . . were shipped from NSC Oakland on 5315 via air parcel post (Mode H). To date, the HNF-2A's have not been received.

Speed Letter dated January 24, 1986. See Ex. 1.

These various speed letters indicate the problems with the delivery and installation of the electronics equipment. However, while NMIW was attempting to comply with the defective specifications, and late GFM, it was under the constant pressure to complete the overhaul on time. SUPSHIP continually emphasized the fact that the U.S.S. Duluth was the lead ship of a public/private competition program that required favorable results from NMIW. In fact, SUPSHIP Seattle utilized this same emphasis in trying to expedite late GFM. As a February 1986 speed letter states:

Refs. A and B discussed shipment AN/SRA-57 Multi Coupler and required on board date. . . .

Request confirmation shipping fastest traceable means to arrive on board U.S.S. Duluth (LPD-6) no later than 4 March 1986.

U.S.S. Duluth (LPD-6) is lead ship of congressionally mandated public/private competition program.

See Ex. 1. Thus, SUPSHIP not only attempted to pressure NMIW into completing the program with reference to the public/private competition, SUPSHIP also used this same tactic with other

government facilities. However, problems with GFM continued. Surveyors status reports indicated:

AN/SPS-10 is cleaned, inspected, lit-off and in process of alignment. Late receipt of GFM antenna will be a problem--so far no onboard date is established.

### See Schedule 3. Additionally:

Contractor identifies TA-970/UAM-3729 and antenna couplers as GFM problems impacting work. However, the contractor has cables to pull and miscellaneous equipment requiring installation which shouldn't be long lead time items and efforts should be made to get some of the CFM installed while we are all waiting for hard to get items.

### See Schedule 3.

Thus, as can be seen, NMIW was significantly affected by the problems with design and late equipment. Exhibit 4 details the major items that comprise the uncompensated work effort. Had the Navy adequately designed and prepared the electronic ship alteration package, these problems would not have occurred. And yet, the Navy was aware of many of the problems that would occur from installation of these various systems on other Navy vessels. As a November 25, 1985 telephone memorandum indicates:

At the Req. of 660.2 called Mr. Brumley to discuss equipment turnaround for AN/SRA-49, 56, 57, 58, 60, URA-17, and CV-2460 equipments. Mr. Brumley indicated Duluth was one of three ROH-S which all had this equipment required that were being worked simultaneously.

#### See Ex. 1.

On January 24, 1986 NAVSEA sent information to SUPSHIP concerning other ROH's being performed on the LPD class. As NAVSEA's letter, Serial 93131/4154 states:

SHIPALT packages among the 6 ships were similar with regard to communication upgrade, with LPD-13 having the largest package and the most similar to that of the U.S.S. DENVER (LPD-9).

See Ex. 1. Additionally, in a January 29, 1986 speed letter:

As FMA, Navelexcen Portsmouth is accomplishing subj. ICO's for various Supship activities. Normally funding for efforts forwarded automatically. Since FY 86 however, fundings sporatic. Request funding in amount of \$14K before forwarded on RCP for the foll. ships:

- A. U.S.S. Duluth
- B. U.S.S. Shreveport
- C. U.S.S. Santa Barbara
- D. U.S.S. Durham

<u>See</u> Ex. 1. As the various systems were being integrated on numerous Navy vessels, other overhauls were experiencing the same or part of the electronics work package installation. The Navy never informed NMIW of the various problems encountered in installing these systems.

In addition to the problems with a defective specification and late GFM, NMIW also encountered delays and disruptions caused by the ship's force. The ship's force interference included restricted access to the ship's service electrical switchboards. Permission had to be requested from the ship's captain each time a craftsperson needed access to perform work. If all power could not be turned off to the switchboard requiring work, access would be denied to perform any work. Additionally, ship's force removed and stored numerous pieces of equipment that NMIW was required to include in the ship's electronics package. Material and equipment losses incurred numerous times during the overhaul and installation of the

electronics package. These interferences caused additional delays and disruptions to NMIW's planned sequence of work, for which it is entitled to be compensated.

The problems described above with defective design, late GFM, and the Navy's superior knowledge of the design and installation of the electronics package are supported by the weekly status reports, telephone logs, test problem reports, and speed letters attached. NMIW is entitled to be compensated for the costs presented in this submittal. The Navy was aware of the critical nature of this work as the Navy's Critical Path Analysis of April 25, 1985 identified the combat systems as critical path work. See Schedule 5. Additionally, Navy notes taken at the Turnover Conference of September 11, 1985 state:

SHIPALT/Line Item 449 - Combat Sys.
 Don't get behind schedule. Hard to catch up.

<u>See</u> Ex. 1. However, while the Navy was aware of the critical path status of this item, it nonetheless caused NMIW to "redesign" the package and, in doing so, caused substantial losses of labor efficiencies and additional costs for which NMIW has not been compensated.

#### G. Impact on the U.S.C.G.C. Storis

Along with the overhaul of the Duluth, NMIW was performing an overhaul of the U.S.C.G.C. Storis. Both the Duluth contractual drydocking milestone and Storis contracts were administered by SUPSHIP, Seattle.

The overhaul of the Storis commenced on November 12, 1985. The major focus of the Storis overhaul was the removal of the Cooper-Bessemer main diesel engines, including their support systems and auxiliaries and the subsequent replacement with EMD main engines. The installation of the EMD main engines involved new support systems, including lube oil, fuel oil, sea water, freshwater piping systems, and auxiliary equipment with new controls and monitoring systems. Additionally, a new enclosed engine room control station was to be installed. To support the installation of the new main engines and engine room control station, NMIW was to install new engine exhaust systems, distilling plants, boilers, and ventilation.

Another requirement of the Storis overhaul was the scaling, citric acid cleaning, and painting of the engine room bilges. To properly accomplish this effort, the engine room machinery had to be removed, bilge scaling done, new engine foundations fabricated and installed, citric acid cleaning performed, and completion of painting while on drydock. Following this engine room effort, the main engine installations could begin, with engine alignments and machining to be done after drydock when the ship was afloat at the wet berth. After the engines could be aligned, the supporting machinery, equipment, and piping systems could be fabricated and installed. Thus, the main engine room work effort required intensive sequence scheduling and coordination in order to properly accomplish the work effort within the contract time period.

At the time the Storis was bid, the undocking of the Duluth was scheduled for December 20, 1985. NMIW originally planned that the Storis would be placed on drydock on either December 23 of December 27, 1985. While on drydock, NMIW planned to inspect the hull, sand blast and apply prime coats of paint so that the bulk of the drydock work (i.e., see Valves, New Sea Chest, Tail Shaft, Propeller, and Rudder work) could be started by January 2, 1986, without interference or impacts to the main engine room scheduling.

Under this original plan, NMIW scheduled undocking for January 18, 1986 which would allow the main engine room effort to begin by Monday, January 20, 1986. However, shortly before the award of the Storis contract, the undocking of the Duluth was tentatively rescheduled for January 11, 1986. Thus, NMIW rescheduled the drydocking of the Storis. NMIW rescheduled drydocking of the Storis following the January 11, 1986 Duluth undocking.

The rescheduling of the Storis drydocking, caused undocking to be rescheduled until early February, 1986. Although the drydocking was extended by approximately 21 days, NMIW determined that the drydock period could be shortened based on the scope of drydock work and maintain the as-planned schedule. Thus, the drydocking period was reduced to a two-week period based on straight time labor hours. However, it was apparent that any additional problems encountered would cause significant impacts and would seriously jeopardize all milestone points.

NMIW began the Storis overhaul with extensive asbestos removals through November, 1985, and attempted to complete machinery removal by December 20, 1985. This effort was accomplished on a one-shift basis only, with manning kept low to save manhours for the shortened drydock period and the machinery installation period to follow.

When Duluth was drydocked, it was immediately obvious to NMIW and SUPSHIP that extensive hull repair and new zinc installation was required. The original Duluth undocking date of December 20 or the rescheduled and planned undocking of January 11, were now totally dependent upon the authorization and repair of the Duluth's hull and zincs. However, due to the delays in authorizing the bottom repairs of the Duluth, the undocking of the Duluth was again rescheduled, extending the Duluth undocking to February 1, 1986. The rescheduling of the Duluth undocking, and its impact to Storis, became a topic of the weekly progress meeting of December 5, 1985. Although the extent of the impact on Storis could not be determined at that time, Mr. McMurry stated:

Everyone is aware that we have scheduled Port of Portland in Drydock 1 for 1 February, Saturday, to undock the ship. That impacts the Storis slightly but not a problem. If we move in further, we'll impact the Storis and other ships downstream.

See pg. 9 of Ex. 1. Thus, NMIW had notified SUPSHIP that the rescheduled undocking of the Duluth, caused by late authorization and extent of the repair work, had impacted the Storis overhaul.

An analysis of the Storis overhaul has revealed that the final rescheduling of the Duluth undocking caused extensive

disruption to the Storis overhaul. When the undocking of Duluth was extended to February 1, 1986, the extensive underwater hull repairs and late authorization to proceed on Duluth caused NMIW to totally resequence its work effort on Storis. A new drydocking date of February 7, 1986 was now scheduled with an undocking date of March 7, 1986. Provisions were made to maintain the Storis schedule with the February 1, 1986 Duluth undocking, by a re-sequence of work and modification of planned manhour expenditures. Scaling and cleaning of bilges was commenced prior to drydocking. Additionally, manpower was kept low during the pre-drydocking period to allow a quick turnaround on drydock and maintain the as-planned manning expenditures and schedule.

The schedule impact from the Duluth undocking, obvious extensive additional repair work, and delays in authorizing the repair, caused NMIW to begin unplanned extensive overtime and backshift work on Storis at drydocking. NMIW began 10 hour work days and 7 day work weeks in an effort to reclaim the lost and compressed time on Storis caused by the extension in undocking the Duluth. This additional work effort caused NMIW to incur overtime costs which were not anticipated when it had originally planned to work on a straight time, day shift basis only. This disruption to Storis also caused NMIW to work less efficiently due to the necessity of additional manning required in a very confined engine room space with limited access.

By the March 6, 1986 undocking, NMIW had retained its schedule and total anticipated manhour expenditure. However,

NMIW incurred an unplanned overtime cost for this effort. The extended overtime hours attached in Ex. 7, expended during drydocking detail the hours not planned or anticipated for. These additional hours were the direct result of the extensive hull repairs and extended undocking of the Duluth. These hours have not been included in any change or request for equitable adjustment. NMIW is entitled to be compensated for the impact caused to Storis by the hull repair work and extended undocking of the Duluth.

The damages attributable to Duluth are calculated by applying the shift differential (\$48.76 - \$32.63 = \$16.13) for overtime to the total hours spent on overtime through February 27, 1986. Overtime spent on drydock after February 27,1986 was compensated by change orders for rudder repairs for crafts 11 (boilermakers) and 14 (machinists). Thus, only overtime for all other crafts are included for the drydocking period following February 27, 1986. One thousand one hundred forty and one-half hours (1,140.5) of the unplanned overtime x \$16.13 - \$18,396.27 damages attributable to the U.S.S. Duluth.